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The Solicitors' Journal.

LONDON, DECEMBER 12, 1863.

MR. JUSTICE WIGHTMAN'S ILLNESS was announced by the Lord Chancellor from the Bench at Lincoln's-inn on Thursday last, and the journals of the following morning contained the announcement of his death. The learned judge was at York trying prisoners at the Yorkshire winter gaol delivery, and on Wednesday was in his usual good health, and tried a long post-office robbery case. The Court rose about six o'clock, when his Lordship manifested no signs of fatigue, although his labours during the day had been of an arduous character. He retired to rest at his usual hour, and was then quite well, but on Thursday morning, at seven o'clock, when his valet entered his room, he was alarmed to find his Lordship breathing very heavily, and to all appearance in a fit of apoplexy. Miss Wightman, who accompanied her father on his circuit, was instantly aroused, and an alarm was at once raised. Mr. Husband, surgeon, and Dr. Shann were sent for, and these gentlemen were at his Lordship's bedside in a few minutes. Their services, however, were of no avail, for it was evident that the hand of death was upon the learned judge. He remained totally unconscious, and lingered in that state until a quarter-past one o'clock, when he expired. His Lordship's death has put a stop for the present to the business of the Yorkshire winter gaol delivery. Mr. W. B. Maule, of the Northern Circuit, whose name was on the commission at the winter gaol delivery, entered the Court in the morning and announced that it would be impossible to go on with business that day, stating that he should return to Court in the afternoon and receive the bills from the grand jury. The deceased judge was of Scottish origin, being descended from a family of the name long settled in the county of Dumfries; but he had the advantage of an English training, and of being educated at the University of Oxford, where he took the degree of M.A. Having turned his mind to the legal profession, he was, in 1821, called to the Bar at Lincoln's-inn, and ten years later was appointed a commissioner for inquiring into the practice and proceedings of the superior courts of common law. In 1833, he was nominated a commissioner for digesting the criminal law; and in 1841, while Lord Melbourne's government was still in existence, he became one of the judges of the Court of Queen's Bench, without ever having gained a silk gown. At an early period of his career, he married a daughter of Mr. James Baird, of Lasswade, near Edinburgh. The deceased judge had attained the advanced age of eighty, and, considering his years, was a man of remarkable physical powers, having preserved his sight and hearing perfect to the last. As a lawyer and a judge he had a high reputation, and was not less esteemed as a man. Sir R. Collier will, of course, be his successor, unless he prefers to retain his present office; and in that case, we hope that Mr. Serjeant Shee will at last receive the reward to which he has long been justly entitled.

THE BUSINESS OF ADVOCACY requires many other qualities besides the faculty of speech. It is notorious that there are many men who can speak well, and even eloquently, and yet are dangerous advocates. Of these other qualities, tact and good temper are not the least important, especially when they are united with gentlemanly bearing; indeed, these items in the composition of an advocate are so essential to entire success, that few men who are to any great degree destitute of them, can attain the foremost rank; or, if they attain it, can keep the position long. It must be admitted, however, that the general character and conduct of advocates practising exclusively in any court depend very much upon the judges who preside there. In every court a "scene" is now and then inevitable, no matter how discreet and dignified the judge may be. Where the issues involved are sometimes of such terrible moment to the litigant parties, it is not surprising that those who represent them should occasionally, in discharge of their most anxious and responsible duties, be betrayed, by their zeal, into some exhibitions of warmth, and even of temper, beyond what is desirable, or would be allowable, under ordinary circumstances. Yet, before well-regulated tribunals, these exhibitions are rare, and but very seldom result in any inconvenience beyond the unpleasantness of the moment. We are no doubt indebted for this state of things mainly to the dignity and good sense which generally characterise the judicial bench. Of late, however, unseemly personal contention between advocates practising before courts of inferior jurisdiction, have become not unfrequent. It is only a fortnight ago since we reported a scandalous altercation between two barristers engaged in a case before the Wigan Borough Sessions. The Recorder seems to have been content with "administering a severe rebuke to both;" and we are not aware whether any of the Inns of Court have yet moved in the matter. Within the last week a similar scene—although happily not disgraced by the bandying of coarse epithets—was witnessed in the London Court of Bankruptcy, in a case before Mr. Commissioner Goulburn. Mr. Linklater on the one side, and Mr. Sargood on the other—both gentlemen of great experience, and of the highest standing in that court—had an altercation, which appears to have lasted an hour and a half, and which resulted in Mr. Sargood throwing up his brief. We take the following from a report which appeared in one of the morning newspapers:—

During the hearing of the case, a discussion took place respecting the manner in which some evidence had been taken by Mr. Linklater's clerk.

Mr. Sargood was of opinion that the witness had made a certain statement, and wished Mr. Linklater's clerk to take it down.

Mr. Linklater.—I can't take any more of what you state. It is utterly irrelevant.

Mr. Sargood.—I protest I don't understand any solicitor of this court, acting for the assignees, daring to say, in the presence of the Commissioner, he would not take the words of the witness down.

Mr. Linklater.—They are not the words of the witness.

The Commissioner.—Really, such altercation might be between two gentlemen just called to the Bar; it is deeply to be regretted.

Mr. Linklater.—The learned counsel misrepresents what the witness stated.

Mr. Sargood.—Then you did not hear the words.

Mr. Linklater.—The witness said nothing of the sort you wished to have put down.

Mr. Sargood.—Really, I have no idea that any solicitor——

Mr. Linklater.—Here is an hour and an half wasted in these frivolities.

Mr. Sargood.—I don't see how the business of this court is to be transacted at all, if such conduct on the part of any solicitor—I don't care who he is—be permitted.

The Commissioner.—I really am of opinion that, in the present temper of the respective advocates, the better course would be to adjourn this meeting. In such a tone and temper of the advocates, I fear justice may not be done.

Mr. Linklater.—The examination has been taken down with perfect regularity in every respect.

Mr. Sargood.—I don't see how it could have been in the midst of all this.

The Commissioner.—Nor I.

Mr. Linklater's clerk was proceeding to take down the evidence, when Mr. Sargood objected to the words, as not having been used by the witness.

Mr. Linklater (addressing his clerk).—Don't attend to the noise (or lawyers, our reporter could not distinguish which) behind you.

Mr. Sargood.—Such language is extremely offensive. If I am not to be protected from language of this description, I must retire from the case. I ask for your protection, sir.

The Commissioner.—I do not sit here to read lectures to Mr. Linklater; and if Mr. Linklater wished to be protected from you, you would very likely tell me I did not sit here to lecture you.

Mr. Sargood.—Indeed I would not. I only desire you, sir, to have that order and civility observed in your court which are absolutely necessary for the proper conduct of its proceedings. However, as you do not interpose your authority to protect me from such language, and as I feel it would be unbecoming my position to submit to it, I must retire from the case. The learned counsel then handed back his brief.

The Commissioner.—This is a very serious precedent. I deeply regret what has taken place. I have never been more perplexed in my life. I must say I don't understand why Mr. Sargood should get into so violent a rage merely because I won't lecture Mr. Linklater. I don't understand it. We have had some great storms lately. I hope this may be the last of them.

Mr. Watts (solicitor).—I am not in a condition to proceed with the case. Mr. Sargood having given back his brief, I must instruct other counsel.

The case accordingly stands adjourned.

It is difficult to form any opinion, from the report, as to which of these two gentlemen was most to blame in this altercation, or for the unfortunate result of it. It would be hardly fair to offer any opinion, founded upon such an insufficient statement, as to the share of blame which should be allotted to each, or, indeed, whether it should not be wholly confined to one—as between Mr. Linklater and Mr. Sargood. Quite enough, however, is reported to enable us to form an opinion as to the part the presiding Commissioner took on the occasion. It was neither dignified nor discreet. He must have known whether or not Mr. Sargood's complaint was well founded, and he ought at once to have given his decision accordingly. If it really was, it was hardly possible for Mr. Sargood to adopt any other course than to retire from case with such a protest as he made in doing so. If it was not, the decision of the Commissioner would be conclusive, and thus there would have been an end of the matter. But the Commissioner, instead of acting as a judge, behaved himself like a schoolmaster dealing with troublesome boys, or like the chairman of a noisy meeting, who wanted to make the best of the position, when he had no power to enforce order. He was certainly right when he said he did not sit on the bench to "read lectures," either to one side or the other; but it is equally true that his proper functions required him to decide any question raised before him judicially, and also to enforce order and decorum in the conduct of the business of his court. Instead of this, he descends into the arena, and like the Greek Chorus, fills up the intervals of action by a recital of the woes, or an appeal to the sympathies, of the actors in the drama. If commissioners in bankruptcy desire to be treated as judges, they must behave themselves as such; and unless they are prepared to allow the Court to sink to the level of the Old Bailey or the Middlesex Sessions, they must exhibit more discretion and more firmness than Mr. Commissioner Goulburn displayed on Wednesday last.

Mr. Mansfield, the metropolitan magistrate, pronounced a curious decision the other day in an omnibus case. A clergyman got into an omnibus, with a boy six years of age, whom he placed on his knee, although requested by the conductor to put him on the seat. Upon getting out, the conductor demanded two fares, one being for the boy. The Act of Parliament says, that "a child above five years of age shall be considered and liable to be charged for as a passenger;" and there was a notice inside that "all children occupying seats will be charged for." Under these circumstances, there does not appear to have been much room for doubt. The age of the boy was above the prescribed limit, and it was admitted that he was asked to occupy a seat; but Mr. Mansfield considered that as he did not comply with the request, he was entitled to be carried free. Addressing the defendant, Mr. Mansfield said,

You say this child did not occupy a seat, then why demand payment?—According to the Act. I asked the gentleman to to give the boy a seat, and he said he knew what he was about. How many do you carry inside?—Twelve. Then, when you got this gentleman's child in, you had only to take ten more. Still, according to the reading of your rules, all children not occupying seats are not to be charged for.

Defendant.—Then what rule are we to go by?

Mr. Mansfield.—Alter your rules, and say that children under five will not be charged for. I admit it is awkward to get in and out when people have large children on their laps. The offence is not a very grave one, so I shall only order you to pay a fine of 1s. and costs.

Now, although it is a small matter, it appears to us worth notice, because, as we regard the decision, it was a manifest miscarriage on the part of the magistrate. The conductor was certainly right according to the Act of Parliament; the only question was, whether the notice had the effect of waiving the right; Mr. Mansfield thought not, and we differ from him. The plain object of the notice was to prevent children under the age of five, and who, therefore, according to the Act, were not liable to be charged for as passengers, from occupying the seats of passengers; and this was fair enough. It certainly does not imply, either in logic or common sense, the negative pregnant which the magistrate attributed to it; and it is much more natural to suppose that the proprietor of the omnibus would give notice to the persons whom they would charge for, rather than to those they would not charge for, as passengers.

Calculation has been made of the amount of money that will be made by the lawyers in the thirty metropolitan railway schemes which will be brought before Parliament next session. "Allowing," says the *Times*, "that each bill for promoters and opponents employs six counsel, and that each is a week in committee in the Commons, and a week in the Lords. This is a very low calculation; for, as every one knows, they go into committee together in 'groups.' Six times twelve are seventy-two, and thirty times seventy-two are 2,160 days. These, at £15 15s. a day, will give upwards of thirty thousand guineas for counsel's fees, without reckoning the retainers and the large fees with the 'papers.' This matter of counsels' fees is the smallest item in the great account, and we have merely taken it because it is the only item of which we can make some approximate estimate. But the counsels' fees are never more than ten per cent. of the solicitor's bill, and very seldom so much. The solicitor's bill is never so much as the engineer's demand." It is a trite remark that statistics can be made to prove anything, and if, in this case, they are made to prove anything like the truth, we congratulate the lawyers who have such a prospect of a golden harvest. In reality, however, their gains in such public undertakings are not to be compared with those of the engineers and contractors. It has come out within the last week, that Mr. Bazalgette, the engineer of the Metropolitan Board of Works, was to have got little short of £15,000—nearly half as much as the Parliamentary counsel engaged for 2,160 days—for 'advising' upon work done at Odessa, which the nature of his regular employment would prevent him from ever seeing;" and revelations of this kind are not very infrequent. The lawyers are paid for only such work as they actually do, and then according to a rigid tariff, which takes little account of "extra labour." Engineers, surveyors, contractors, stock-brokers, and others, are paid *ad valorem*

fees, which, in these large undertakings, are found to be vastly more profitable. However, there is no denying the fact that, if one-half of the projected schemes of which due notice is given are fought before Parliamentary Committees next session, the lawyers who have the good fortune to be engaged in them will not have a bad time of it.

According to a list printed by the Private Bill-office of the House of Commons, the number of plans deposited at the office amounts to 339, of which 294 relate to railways. On or before the 23rd inst., on which occasion the office will be kept open until eight o'clock, a printed copy of all Bills, with or without plans, must be lodged. Tuesday next is the last day for serving notices on owners, lessees, and occupiers of property required by the books of reference on account of railway projects for next session.

The Juridical Society will hold its next meeting on Monday, the 14th of December, at eight o'clock, p.m., precisely, when Mr. F. Worsley will read a paper "On the Extent of Civil Remidies for Military Offences, Contracts, and Wrongs." The Hon. G. Denman, Q.C., M.P., will preside.

EVIDENCE BY ADMISSION.

The case of *Richards* v. *Morgan*,* recently decided in the Court of Queen's Bench, is one of some importance. It will, in future, be a leading authority on the law of evidence, and, unless the judgment of the Court be reversed in the Exchequer Chamber, must be held as finally settling the often-disputed question of the effect of a *deposition* taken and used in a chancery suit to prove a particular fact, as an admission by the party who uses it of the truth of that fact for all purposes, even in a subsequent action brought by a stranger against him. The Lord Chief Justice of England and Mr. Justice Crompton are of opinion that a deposition which has been thus used by a party to a suit in chancery, with a full knowledge of its contents, to establish a particular fact may be admitted as evidence against him of that fact in any subsequent action between himself and a stranger. Mr. Justice Blackburn, on the other hand, holds that any extract from a deposition ought not to be so received in evidence, on the ground that, if received at all, it ought to be received altogether, and that it would be a hardship if a party to a suit were considered to have acknowledged the truth of all the statements contained in it merely by using it to establish some one fact in particular.

It may be well, before discussing the effect of this decision, to advert shortly to the state of the law on the subject of admissions as it has hitherto existed, and we shall thus be able to see whether the new law is in harmony or at variance with principles already long established. There can be no doubt that a man's own assertions and admissions, written or verbal, and whether made in a judicial proceeding or not, may be afterwards used in evidence against him in any action or suit where it becomes material to prove the admitted or asserted facts. It is on this principle that an answer in Chancery has always been admissible as evidence against the person who swears it. Nor can any distinction be drawn between an assertion made by the party interested himself, or by another at his suggestion and by his desire. Thus, in *Brickell* v. *Hulse*, 7 A. & E. 454, an affidavit of another person, used by the defendant to support an application made to a judge at chambers, was afterwards held admissible as evidence against him in a subsequent action against him by a stranger. And, again, in *Gardner* v. *Moult*, 10 A. & E. 464, where a petitioning creditor, having ascertained that an agent in his service could prove an act of bankruptcy, sent him to be examined for that purpose on the opening of the fiat, it was held that the deposition then made was evidence of the act of bankruptcy as against such creditor, in a subsequent action against him by the assignees in which that act was in issue. So, also, in the most recent case on the subject, *Pritchard* v. *Bagshaw*, 11 C. B. 459, an abstract of title and an affidavit, used by the defendants before a master in Chancery, in a suit with a third party, were held admissible as evidence against them in an action brought by the plaintiff, who was a stranger to the suit in equity. Thus, therefore, assertions and admissions of particular facts, oral or by affidavit, are evidence in a subsequent action against the person who makes them. But it must be remembered that, if the assertions used by the party interested be made by another person, then they will not be available for a stranger, unless they are upon affidavit, or something equivalent—as, for example, deposition. The answers of a witness at *Nisi Prius*, as is pointed out by Parke, B., in *Boileau* v. *Rutlin*, 2 Exch. 680, cannot be considered as implied admissions, capable of being used subsequently against the party who calls him. The Chief Justice, in the present case, we may here remark, has thrown doubt on this proposition; "I must observe," he says, "that I can see no difference between written and oral testimony. For, while I concur in the proposition that the evidence of a witness called on the trial, is not necessarily, or to the full extent to which it may go, admissible against the party calling him in a future proceeding, yet if it can be shown that the witness was called to prove a specific fact, it appears to me that this would be admissible as an assertion of such fact by a party calling the witness." If this *dictum* of the learned judge be supported, it will cause an alteration in the well-known rule referred to by Baron Parke, and which has hitherto been acquiesced in almost without discussion. For the present, however, it must be taken that oral testimony to a specific fact, given at one trial, cannot be afterwards employed against the person who calls the witness, as an implied admission of that fact, in another action against him by a stranger.

The case of *Richards* v. *Morgan* extends to depositions in Chancery, the same rule that has long been applied to affidavits, and other written statements equivalent to affidavits. It may indeed appear strange that the latter classes should have been admissible, while the former class was excluded. The reason of the apparent anomaly is to be found in a misapprehension, now for the first time corrected, on the part of the common law judges, as to the practice of the Court of Chancery with regard to the publication of depositions. It was supposed that, previous to the Chancery Amendment Act of 1852, the depositions of witnesses called by a party to a suit, were kept secret until the hearing of the cause, when their contents were for the first time disclosed, and they were accordingly excluded by reason of the analogy which they were erroneously supposed to bear to oral testimony at *Nisi Prius*. "As to the depositions in equity," says Coleridge, J., in *Brickell* v. *Hulse*, a case decided in the year 1837, "they stand on the same footing with *viva voce* evidence given in a court of law. A man does not make all that is said by a witness, whom he calls, evidence against himself hereafter. In Chancery the depositions are sealed up, from the time of their being taken until publication passes. That is like the case of a party calling a witness whose evidence he does not hear till it is given." These words, as well as others to a similar effect, used by Lord Denman on the same occasion, were entirely inapplicable to the state of things as then existing.

It is true that a party to a suit, who sent a witness to be examined on his behalf before a commissioner or examiner, did not know what evidence had been given until "publication passed." But he always became acquainted with it before the hearing, and, under the old practice, as well as under the new, it was one of the topics carefully canvassed at the consultation, whether or not the deposition of this or that witness should be

* The case will appear in the *Weekly Reporter*.

read to, or withheld from, the Court. There was proof in the present case, that the depositions proposed to be adduced in evidence had been put in and used in the previous Chancery suit, and, accordingly, it was argued by the counsel for the plaintiffs that they should be read as admissions against the person who had so used them. A case of *Rushworth* v. *Lady Pembroke*, Hardres. 472, in the time of Charles II., was relied on by the defendant, as proving that such depositions were inadmissible. But that case will be found, upon examination, only to establish the proposition that depositions, *qua* depositions, can be used by none but parties and privies, and is not an authority for the exclusion of depositions sought to be used against the person at whose instance they were made, as being admissions by conduct. There is, in fact, no authority for their exclusion, when considered in this latter point of view, except a decision of Tindal, C.J., at *Nisi Prius*, in *Athyns* v. *Humphrey*, 1 Moo. & Rob. 523, of doubtful authority, and the judicial dicta in *Brickell* v. *Hulse*, quoted above, which, as we have seen, were founded on a mistake. In that case, as Cockburn, C.J., points out, the judges were evidently inclined to consider depositions in an equity suit as standing on the same footing as affidavits, or depositions in bankruptcy, and the sole reason for drawing a distinction, was their error regarding the real state of equity practice. But for that, they would have agreed with Mr. Justice Crompton's observation in his recent judgment in *Richards* v. *Morgan*—that "it would certainly be a strange distinction, as pointed out by Mr. James, in his very able argument, if it were to be held that a deposition, read as this was read, is not evidence, but that an affidavit, when the Court is proceeding on affidavits, is evidence against the party using it. It must always be remembered that it is not the obtaining the affidavit or deposition, but the making use of it as true, which is the ground on which such evidence is supposed to be receivable." We need scarcely add that depositions taken since 1852 are no more open to the objection "that the party using them does not know beforehand what they are," than they were at the time of the dicta in *Brickell* v. *Hulse*. It may, therefore, be now considered as established that they are in future to be treated like affidavits, and are to be admitted in a subsequent proceeding by a stranger against the party who used them in equity, as evidence, at all events, of the particular facts they were then read to prove.

We have still to add a few words respecting the grounds on which Mr. Justice Blackburn dissented from the judgment of the majority of the Court. He distinguishes between the admissibility of an affidavit filed to prove some particular fact, and that of a deposition, which, if used at all, "must be used as an entire deposition," all of it becoming evidence. "Either the whole of it is made evidence for a stranger, or none of it is. The relevancy of the part of the deposition relied on in the issue in Chancery, goes to the weight of the evidence, if admissible, but does not, in my mind, affect its admissibility." No doubt much inconvenience would result, were the learned judge correct in this view of the case. As he elsewhere points out, a counsel would have to consider the bearing of the evidence proposed to be read, not only on the question then at issue, but on the whole affairs of his client. The admirable judgment of the Chief Justice furnishes a twofold answer to this objection. Assuming it, for a moment, to be well founded, he first shows that exactly the same difficulties exist in the case of affidavits and depositions in bankruptcy, both of which are unquestionably available to a stranger; and next, by limiting the admissibility of Chancery depositions to cases where it can be shown that the evidence was used to prove a specific fact, he renders the disadvantages under which counsel might labour in the conduct of a cause, almost imaginary. We certainly think that the Court of Queen's Bench is justified in the liberal but cautious proposition they have laid down. To allow a stranger to avail himself, in a subsequent action, of the whole contents of a deposition used by a party to a suit in equity, might be inconvenient and embarrassing, but to refuse to admit it as evidence against the party who so used it, of the particular fact which it was employed originally to establish, appears unreasonable and unjust.

EQUITY.

Stop Order.

Macleod v. *Buchanan*, M. R., 12 W. R. 65.

The practice of the Court of Chancery relating to stop orders is, in most respects, simple enough to require but little explanation, and is generally so much in accordance with the dictates of common sense, that there ought not to be much risk of an ordinarily careful person making any mistake about it. Yet such mistakes not unfrequently occur, and, when they do occur, they are usually attributable to some misconception as to the proper functions of a stop order, rather than to ignorance of the steps requisite for obtaining or discharging it. It is, therefore, desirable that we should give some account of the process for the benefit of solicitors and managing clerks who are not very familiar with chancery business.

First, then, what is a stop order? What are its proper functions, and when is it necessary or advisable? A stop order is an order of the Court in the nature of an injunction restraining the transfer or payment out of court of funds (stock or money) without notice to the person who obtains the order. The order merely prevents transfer or payment without notice; and, in granting the order, the Court decides nothing as to the rights of the parties. But, before obtaining it, it is requisite to show how the interest of the party in the fund arose, for which purpose it is necessary to file an affidavit in support of the application (see the form of affidavit, Cox's Equity Chamber Forms, 502). It is hardly necessary to add that an application for a stop order may be made by any person who has become interested in, or entitled to, the fund, although not a party to the cause in which the fund is standing.

It is next to be observed, that the effect of a stop order is not merely as between the owner and the incumbrancer on the fund, to prevent the former obtaining a transfer of it without notice to the latter, but also to give priority over other incumbrancers obtaining subsequent stop orders. The case is considered to be quite analogous to that of trustees of a fund, which has become subject to several charges made by the *cestui que trusts*; which do not take priority according to their respective dates, but according to the dates of the notices to the trustees. The Court stands in the position of a trustee of the fund, so far as the question of notice is concerned, and the stop order is in fact a record of the notice which the Court has received.

In the above-named case of *Macleod* v. *Buchanan*, a discussion arose upon the point whether there was any difference between a *general*, and a particular, stop order—as to the effect of either in giving priority. The question was, whether a general stop order on the whole fund gave priority over a creditor who afterwards obtained a particular stop order on a specified share of the fund? As frequently happens, the fund, which was reversionary, was divisible into shares, that were not ascertained (as it appears) when the first stop order was obtained. It was, therefore, general; in other words, it applied to the whole fund, although it was obtained by a purchaser of one-third share only. He soon afterwards became the purchaser of another third share, but did not obtain a fresh stop order, as he relied upon the protection of the former general order. Many years afterwards, however, the assignor of the last-mentioned share effected a mortgage of it without notice of the previous sale, and the mortgagee obtained a stop order on that share. Under these circumstances he contended, and the Master

of the Rolls decided, that the mortgagee was entitled to priority, and that the purchaser took the share subject to the mortgage. The effect of this decision is to make the records of the court an absolute registry of charges on the funds standing to the credit of any cause, and to exonerate intending assignees from the necessity of making any inquiry of previous incumbrancers. An intending assignee is affected with notice only with what he finds on the record of the court, and as no stop order is made except upon a statement showing the security in respect of which it was applied for, his Honour considered that both justice and convenience required that the order should have effect only in giving priority to the incumbrances in existence at the time when it was obtained.

It is to be observed, however, that the stop order itself does not always, or, we believe, usually, disclose the nature or the amount of the incumbrance in respect of which it has been obtained. Nor does the affidavit, filed in support of such an application, ordinarily state more than the title of the assignor, and the date and (very shortly) the purport or effect of the instrument conferring title upon the assignee. Therefore, where there is a general stop order over a fund divisible into shares, a subsequent incumbrancer upon any particular share would have to inquire as to the nature and amount of the previous general incumbrance, and, in the above-named case, if such application had been made, the inquiry would have disclosed the sale of the one-third share; and so it would appear not unreasonable that the mortgagee should be held affected with notice of what he might thus have ascertained. It appears to us, therefore, that, if the strict rule laid down by his Honour is to prevail, stop orders should state definitely the nature and amount of the claim in respect of which they have been granted. If the Court is to act as a mere trustee, and the stop order to operate strictly as notice to a trustee, it would be only reasonable that it should afford the same amount of information as a trustee would be bound to afford to any intending assignee making inquiry. However, the Master of the Rolls has laid down a plain and intelligible rule, which every prudent practitioner will, of course, observe in future—namely, that a general, as well as a particular, stop order is confined to the incumbrance on which it was founded, and cannot be made to extend beyond it, so as to enable the holder of the order to tack additional charges in priority over other incumbrancers who obtain new stop orders.

REAL PROPERTY LAW.

Tenant for Life Working Mines and Cutting Timber.

Bagot v. *Bagot*, M. R., 12 W. R. 35.

So usual in settlements is the provision exempting tenants for life from impeachment for waste, that we had occasion recently, under the head of Real Property Law, to deal with the question whether an executory trust to limit an estate for life, and to frame the settlement with all proper clauses, did not authorise an insertion of the words commonly used to give the tenant the enjoyment of the mines, timber, and other commodities of the land. The present settlement, made by the will of Arthur Bagot, who died in 1806, freed none of the tenants for life under it from impeachment for any waste. He had not worked any of the mines in the settled property during his possession, which extended from the year 1775. His eldest son, Egerton Arden Bagot, who was the first tenant for life, and entitled to the ultimate remainder in fee, worked old abandoned coal mines, and opened new ones, and cut timber to a large extent. During part of the time there were intermediate estates for life, with limitations in tail which had not yet taken effect; but during his life, four out of his five brothers, the tenants for life, died without issue male, and the remaining brother only, Ralph, lived to succeed him. The consequence, according to the limitations, was, that Ralph's son, William Walter, the plaintiff, born in 1847, became tenant of the first vested estate tail in remainder upon his father's life-estate, and, on the death, in 1861, of the testator's eldest son, Egerton Arden, without issue male, became absolutely entitled as such tenant in tail in remainder. He prayed an account against the estate of his uncle, the eldest son, of the profits of the coal and timber. Instead, therefore, of the questions which more commonly arise in chancery of equitable waste, the Court was called upon, in the first place, to determine the legal rights of a tenant for life over mines and timber.

The common law on this subject is laid down by Coke (41 b, 52 b, *et seq.*). In the first place, a tenant for life does not commit waste in taking wood for the repair of the houses, buildings, and walls, for the house fuel, for the agricultural implements, and for the fences; but he must not cut trees for fuel when there is sufficient dead wood. He may cut down fruit-trees growing on ground out of the garden or orchard; but to fell timber, or to top it, or do any other thing that makes it decay, is waste. Oak, ash, and elm, are always accounted timber, and, where they are scarce, beech and the like. Also beeches, birches, maples, or other trees which shelter the house, must not be cut down. Tenant for life may cut down underwood, but must not suffer the young shoots to be destroyed, nor is he allowed to stub up underwood or hedges. Working coal mines, which were not open when the tenant for life came in, is waste, but he may dig gravel or clay for the repair of the house as he may take suitable timber for it. As regards waste in mines and timber, much further information may be gained from the Master of the Rolls' judgment. It is a question of degree whether the working a mine, by a tenant for life, which has been formerly worked be waste or not. A mine not worked for the one or two years preceding the tenancy is an open mine; otherwise, if it had been dormant for a hundred years. Where the working had ceased for the prior twenty or thirty years from want of profit, but, from a rise in prices, the working subsequently becomes remunerative, the tenant for life may resume it. But, if the owner of the inheritance had discontinued the working long ago, with a view to some permanent advantage to the property, the Master of the Rolls doubted whether a succeeding tenant for life could treat the mine as open. The opening also of a fresh pit, might, under some circumstances, be a more advantageous way of working an old one, and so not be waste, if the surface there were of little value. As to timber, in some places oak coppice was felled every sixteen or eighteen years, poles being left which were regularly cut at the next felling. A tenant for life was entitled to the fair profits of the land, in timber. In *Pidgeley* v. *Rawling*, 2 Coll. 275, Knight Bruce, V.C., held that the tenant might, for thinning a wood, legitimately cut fir trees under twenty years of age.

The case, valuable thus on the law of legal waste, did not involve a decision on the specific acts of the deceased tenant for life, as they were subjects of inquiry to be directed by the Court. But to the objection, that if the acts were wrongful, the remedy of the tenant in tail was at law, the Master of the Rolls thought it a sufficient answer that the necessity of administering the tenant for life's estate, entitled the plaintiff, who prayed an account against it, to seek the aid of the Court for that purpose, and to compel the executors either to admit assets or to account. When the remainderman comes with the simple case, that he knows the value of the timber, and asks for the capital and back interest, so that he has plainly a legal right without anything ancillary in equity, his remedy is by an action of trover: *Gent* v. *Harrison*, V. C. W., 8 W. R. 57.

The jurisdiction of the Court attaching by reason of the account against the executors, the present case has the advantage of throwing light upon three points in the

administrative relief afforded where timber is cut, or minerals are won by a tenant for life impeachable for waste. First, where the acts of cutting timber and getting coal were wrongful, and took place before the birth of the tenant in tail, the amount of the produce was directed to be invested as part of the settled estates, and the interest since the death of the uncle, the deceased tenant for life, to be paid to the plaintiff's father as the present tenant for life. Secondly, as to the timber and coal improperly cut and won after the birth of the plaintiff, the tenant in tail, the Court declared him to be entitled to the proceeds, together with interest at four per cent. on the moneys from the time that they were received by the uncle. Thirdly, in respect of the timber properly cut, and coals properly won, that is, by which the inheritance was not injured, and such as the Court would have directed upon an application by the deceased tenant for life, the Court ordered the whole value to be invested as part of the settled estates, and treated the deceased tenant for life as entitled to the interest during his life, and after his death charged his estate with interest on it at the rate of four per cent. to be paid to the present tenant for life.

The ground of the distinction which the Court made in dealing with the proceeds of the waste before, and the waste after the birth of the tenant in tail, is, that the owner in being of the first estate of inheritance is entitled to the proceeds of waste committed, while he is such owner, by the tenant for life. In theory, therefore, the uncle himself would have been entitled to the proceeds during the time that his own reversion in fee was the first and only estate in being of inheritance. But equity does not allow such a tenant for life to take advantage of his own wrongful act, hence, he or his estate becomes liable for the value, either to the settled property, or to the owner, when he comes into being, of an estate of inheritance prior to the reversion in fee. In strictness, the tenant for life, or his estate, would also be liable for interest from the time when the moneys were respectively received by him, did not equity further interpose this time with a shield. If, since the act of waste, a long period has elapsed before a bill is filed, although without any fault of the remainderman, the Court thinks it better not to go into the inquiries which would be necessary for ascertaining such interest, but to give interest from the date of such a tenant for life's death. Lord Hardwicke partly laid down this principle in *Garth* v. *Cotton*, 1 Ves. Sen. 524, where Mr. Garth, being tenant for ninety-nine years, if he so long lived, with remainders in tail to his sons, remainder to Sir John Hind Cotton in fee, and, being without a son, agreed with Sir John to cut timber: a son who was subsequently born filed a bill after his father's death against Sir John for an account and interest. Lord Hardwicke did not give interest further back than the time of filing the bill (p. 557).

The plaintiff, William Walter Bagot, was first tenant in tail apparent, as distinguished from first tenant in tail presumptive, that is, as distinguished from such a tenant in tail issue of a younger son of a testator, while an elder son was living. But the Master of the Rolls did not assent to the doctrine supposed, but, as he conceived, erroneously, to be laid down in some of the cases, that if an estate were limited to persons for life in succession, with successive estates tail to their first and other sons in succession, and if the first tenant for life committed waste, the money arising from the sale of the inheritance wasted would belong to the eldest son of the last tenant for life, because he happened to be the only tenant in tail then in existence. For he would thereby be enabled to deprive all the future sons of the prior tenants for life, if any such sons should be afterwards born, of the inheritance settled on them.

On Wednesday last, after these remarks were written, the case came before the Lord Chancellor on appeal, and at the suggestion of the Court, was compromised.

BANKRUPTCY LAW.

Correspondence.

BANKRUPTCY ACT, 1861, SECTION 174.

The last provision of the above section provides that, "At the same meeting, the majority in value of the creditors present, shall determine whether any, and what allowance, shall be made to the bankrupt out of his estate, if he has obtained, or shall obtain, a discharge." Will any of your readers be good enough to inform me whether this section virtually supersedes section 195 of the Bankrupt Law Consolidation Act, 1849, which is not mentioned in schedule G. to the Act as being repealed, although it may perhaps come within section 230, as being inconsistent with section 174. It has been ingeniously suggested that, inasmuch as the Legislature has not expressly repealed the provisions of section 195, it intended section 174 to relate only to those cases where a dividend of less than 10s. was declared, and section 195 to remain in force as regards the allowance to bankrupts where a dividend of 10s., or a larger amount, was made.

In Messrs. Hazlitt and Roche's work, after commenting upon the section in question, at page 189 they observe that "the provision at the end of the section will permanently supersede section 195 of the Bankrupt Law Consolidation Act, which entitled every bankrupt," &c. But as section 195 has been, in a case with which I am acquainted, acted upon, I should be glad to receive the remarks of those of your subscribers who may think fit to favour me with their opinion hereon. W. J. F.

London, Dec. 7.

COURTS.

COURT OF QUEEN'S BENCH.

(After term Sittings at Nisi Prius, at Guildhall, before Mr. Justice Mellor and Special Juries.)

This was the first day of these sittings. The list contains the names of 132 causes—81 are new causes, and 51 remanets. There are 55 marked for special juries.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, at Guildhall, before the LORD CHIEF JUSTICE and Special Juries).

Dec. 8.—This was the first day of the sittings after Term in London.

The cause list contained an entry of 145 cases; of these sixty-five were remanets. Of the remanets seven only were common jury causes. Of the residue—viz., eighty, twenty-six were marked for special juries. There is, therefore, every prospect of this Court being engaged up to Christmas-eve, and even then leaving a goodly list of remanets.

COURT OF EXCHEQUER.

Dec. 7—*Ex parte George Bell, an Articled Clerk.*—This was an application made by Mr. Serjeant *Hayes* to stamp articles under which the clerk had been serving, upon payment of the stamp duty as well as a penalty. The facts of the case will be found stated *ante* p. 50. The Court now gave judgment.

The COURT said,—In this case, after consulting with the Judges of the Queen's Bench, we think the application may be granted; the service under the articles to be reckoned to have commenced and be computed from the expiration of three years from their date. The applicant will, therefore, have the benefit of the stamp on the articles, and of two years of the service already had under them. Our opinion is, that the provisions for the filing of the affidavit, and the enrolment and registration of the contract by the 6 & 7 Vict. c. 73, ss. 8 & 9, are not merely for the purposes of the revenue, but also for assisting in securing the due fitness of the persons who are to be admitted as attorneys. It seems to us, therefore, that it is not enough that the Treasury is satisfied, but that we ought to take care that the other objects of the statute are not frustrated, and, consequently, that if it appeared the omission to stamp the articles, and so to enrol and register them and the affidavit, was wilful on the part of the clerk, whether because not stamped or for any other reason, we should not interfere to assist him. In other words, we think we must consider this question as we should if the articles had been properly stamped at first, but, the affidavit not made, and the articles not enrolled, or registered by the clerk's desire, except, of course, that as the cause

of such non-enrolment and registration must be regarded, we must look at the want of stamp in this case as the cause. The continued service under the unstamped articles was with notice and wilful, but there is an affidavit that the omission to stamp, enrol, and register was not wilful, and was the result of what has been called an emergency, and partly in consequence of an opinion given by a learned counsel. We therefore think some relief may be given, but the explanation is to such an extent unsatisfactory, and it is so desirable to prevent recurrence of such proceedings, that we think it right that only two years' service shall count.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Dec. 4.—*Re H. M. Sparham.*—The bankrupt was an attorney of Basinghall-street. Claims of unsecured creditors, £4,190; of creditors holding security, £642; liability on bills discounted, £602; creditors to be paidin full, £19; good debts, doubtful; and bad, £163; property given up, £28; ditto in the hands of creditors, £200; deficiency £5,454.

Mr. *C. E. Lewis* supported the bankrupt.

Mr. *Linklater* appeared for creditors to oppose, and said there was not a single shilling of assets. All the estate realised would not pay the expenses.

The bankrupt, in his examination, deposed:—The petition bore date the 6th of March, 1863. Mr. Thompson prepared it. I owed one Abbot money. I signed a declaration of insolvency, because it was thought best by Mr. Abbot and Mr. Wix, my creditors. They thought bankruptcy was the best course. I have been in a state of insolvency since the death of my father, in 1850, when I owed more money than I now do. In 1850, I had at least £2,000 from clients of mine. My wife had an income of £300 or £400 a-year, and with that and my practice I hoped to pay everything. In May, 1861, I was deficient £3,000. My position got worse and worse from May, 1861, to March, 1863, the date of the bankruptcy. I at one time lived at Hoddesdon. In September, 1861, I sold my furniture off there. I found my income was decreasing, and I resolved to reduce the expenditure. Messrs. Lockington employed me as their solicitor in May, 1862, to sue a debtor of theirs. I received bills for the debt from the party I sued, and applied the proceeds to my own use. My costs against Messrs. Lockington, were about £11, and the balance (about £40) still remains due to them. I received a third bill at the same time as the other two, which I also had discounted at my bankers, and applied the proceeds to my own use. My bankers sued the acceptor, Dibley, who was sent to prison.

Examined by Mr. *C. E. Lewis.*—He went into business in 1845. He purchased a practice in the City in 1847 for £1,900; his father and father-in-law advanced £1,000 each. One of them died in 1849, and one in 1850, and witness was called on to pay the money. He was deceived in the business, and lost £3,000 by bad debts. There was now only £200 due to clients, although he owed £2,000 to clients in 1850. His business was producing about £600 a year just before his bankruptcy—at one time more than that. His wife's income was £330. Carried on the business the longer, because most of his debts were due to relatives and personal friends. Received and paid away £12,000, mostly clients' money, during the twenty months next preceding his bankruptcy. Had no idea of becoming bankrupt on Christmas last. Had a serious illness before Christmas, 1862, which ended in something like paralysis, and had not yet recovered the use of his right side. Was obliged to give up business, and ultimately to come to this court.

Re-examined by Mr. *Linklater.*—Paid, in fifteen months, £160 for discount of bills. Half of that amount was paid by witness for discount in raising money for his own purposes. A person named Hermann discounted a great many of the bills. Bankrupt was in the habit of getting bills discounted for clients. Bills to the amount of £20,000 were discounted in twenty-one months before his bankruptcy.

Mr. James Lockington, a commission agent, of Cheapside, deposed to the circumstances under which the debt was contracted. The bankrupt had made a false statement to him, that he had not received the amount of a debt due to him (Lockington) from a debtor, when, in point of fact, he had received it long before.

Mr. *Linklater* having addressed the court, and condemned as unprofessional and irregular, the practice of solicitors acting as bill discounters — in which condemnation the Commissioner quite agreed,

Mr. *C. E. Lewis* then addressed the Court on behalf of the bankrupt, referring to the case of *Re Stevens*, decided by Mr. Commissioner Goulburn in January last.

The COMMISSIONER said he would look at that case before giving judgment.

Dec. 9.—Mr. *Bagley*, addressing the Commissioner, said he was very sorry to be obliged to call the attention of the Court to a practice pursued in the office of some solicitors, who sent out circulars to creditors, desiring that the proofs of debt might be sent to them (their names being appended to the circulars), accompanied by a warrant of attorney, enabling the solicitors thereof to nominate their own assignee, who in due course reciprocated by the appointment of the canvasser to be solicitor to the estate. Where this practice prevailed the estate was really administered by the solicitor, and not by the creditors. It was a great public evil.

The COMMISSIONER —It is greatly to be deplored, and ought to be noticed by the authorities.

Dec. 10.—*Grey* v. *Butt, M.P.*—The judgment-debtor summons issued at the instance of Miss Eliza Grey, against the defendant, a member of the House of Commons, for the recovery of £659 8s. 4d., was discharged by consent. The summons was originally returnable on the 23rd of September, when a discussion ensued in reference to the validity of the proceedings. It would now seem to be a well-established rule in this Court, that a member of the House of Commons is not a person against whom a judgment-debtor summons, under the provisions of the Bankruptcy Act, 1861, can properly be issued.

(Before Mr. Commissioner FANE.)

Dec. 5.—*Re Frederick Augustus Farrer.*—The bankrupt was an attorney, in Cannon-street. This was an examination and discharge meeting. He had been in prison at the suit of the registered officer of the Alliance Bank of London and Liverpool (Limited). He had been released in July last. Debts, £600.

Mr. *Sargood* now opposed, and complained that the accounts had not been filed. The bankrupt's explanation was that the accountant had refused to file them, because he had not been paid.

Adjourned, with limited protection.

——*Re Nicholls.*—An important question was raised in this matter relative to the allowance to a bankrupt. The question at issue was, whether or not a trade assignee is bound to comply with the order of the Court directing an allowance to be paid to a bankrupt, or whether the assignee is justified in retaining the funds to meet the expenses of an action, which, eventually proving unsuccessful, more than absorbed all the assets, leaving the assignee £46 out of pocket.

Mr. *Doria* contended that the allowance was meant for the support of the bankrupt and his wife and children; he had nothing whatever to do with the action, and had actually borrowed money on the faith that the order of the Court would be complied with. Surely, the Legislature could never have intended that the family of an unhappy bankrupt should be left to starve whilst the assignees wasted the assets in fruitless litigation.

Mr. *E.C. Lewis.*—The assignee had brought the action by direction of the Court, and it could not be expected he would pay the allowance out of his own pocket. Let the estate be audited first.

Mr. *Doria.*—There were assets in hand when the order was made; there were assets in hand up to the time the bankrupt passed his examination; and that being so, the trade assignee was not justified in withholding the little means upon which the bankrupt and his family were from day to day wholly dependent. It ought to be borne in mind that, up to the passing of the examination, the bankrupt had given up his services to his creditors. It was a case of great hardship.

The COMMISSIONER deferred judgment until after the audit

CLERKENWELL POLICE COURT.

Dec. 9.—Robert Hanslip, aged about 20, was brought up in the custody of Police-constable Willingall, one of the warrant officers of the court, and charged with threatening to murder his father, Mr. Charles Hanslip, solicitor, of 2, John-street, Bedford-row.

Mr. Hanslip said the defendant had more than once of late threatened to shoot him with a brace of pistols which he said he had loaded. The defendant had also written to his uncle to say that he would burn the house. On Monday he behaved in a most shameful manner, breaking plates and other articles of domestic use. The only reason the prosecutor could assign for the defendant acting in this manner was that he would not give him a large sum of money to go abroad with.

In reply to Mr. Alexander, the clerk, the defendant said

carelessly that he had no answer to make to the charge, and that he declined to give any explanation of his conduct.

Mr. BARKER remanded the prisoner to the House of Detention for a week, and directed that in the meantime he should be examined by the surgeon, who would report as to whether he was in his right senses or not.

WINTER ASSIZES.

HOME CIRCUIT.

HERTFORD

Crown Court (Before Mr. Justice WILLIAMS).

Dec. 5.—In the course of a trial of several prisoners for stealing fowls, the learned judge took occasion to observe on the improper and inconvenient manner in which the depositions of the witnesses before the magistrates were written. Not only were they written in an extremely illegible hand, but on both sides of the paper, and the result was that they were very difficult to read. In consequence of this, as it was very essential in a criminal trial that the judge should follow the evidence of the witnesses on the depositions, the time occupied in the trial was a good deal prolonged, and the labour of trying the cases very much increased. He hoped that the magistrates' clerks would really take a little more care in preparing the depositions, and, if they could not themselves write them legibly, at least get them so written by others.

The *Times* adds the following remarks on this subject:—

The complaint thus made by the learned judge is one which is constantly made by the judges at the assizes all over the country, and has been made from time to time for years past. It may appear a trivial matter, but those who have been at all in the habit of observing the administration of criminal justice, are aware that, practically, it is one of great importance. The depositions of the witnesses, as taken before the magistrates on the committal of the prisoners for trial, are returned to the assizes for the express purpose of being read by the judge and referred to at the trial, in order, on the one hand, to guide the judge in charging the grand jury, and, on the other hand, to be compared with the oral evidence of the witnesses, in order to detect any discrepancies, contradictions, or inconsistencies. Any one who has ever had to read much of other persons' handwriting, is aware that it is, even at the best, a tiresome operation; and when the handwriting is not only strange, but bad and indistinct, especially if the lines are close together and confused or straggling, the difficulty is much enhanced. But if to all this be added the difficulty arising from the writing being on both sides, the writing on one side being partly seen through, tending to darken and obscure the writing on the other, the task of reading becomes more arduous, and extremely trying to the temper. And this trying task is imposed upon judges in criminal trials—often in cases of life and death, when the very essence of the utility of the depositions is that they should be capable of being referred to and read in an instant, in order to observe how far the oral evidence either tallies or varies. The difficulty is still greater in a case like the present, where there are several prisoners, and it is necessary to note very carefully how the evidence affects each one in particular. Our reporter has often had occasion to refer to the depositions, and has found them almost always extremely difficult to read, with facility, so as to follow the evidence with the mind. This is the less excusable because the self-same depositions, when copied into briefs by attorneys' clerks, are found written in a large legible hand (always on one side only of the paper); and it is hard to see why magistrates' clerks should write so badly while attorneys' clerks write so well. This is the more important, because, in most criminal cases, the evidence—as in this case—is circumstantial, and depends on minute facts and details, the due appreciation of which is greatly interfered with by the constant difficulty of reading.

Dec. 7.—His LORDSHIP, in discharging the jury, regretted that they had been so long detained. He observed that this was wholly unnecessary, as the winter assizes were not intended to relieve the Quarter Sessions. Magistrates committing prisoners for trial at this time of the year, should always expressly commit those charged with offences triable at the sessions to take their trial at the Quarter Seesions next ensuing. The commission of gaol delivery was always so framed as not to include prisoners so committed.

GENERAL CORRESPONDENCE.

THE "WEEKLY REPORTER."

In the current volume of another set of Reports, I find the case of *Edwards* v. *Gabriel* reported—a case of considerable importance in bankruptcy law. The report, which is given in the part of the reports published on the 24th of October last, appears to have been decided on the 2nd of December, 1862, and has been far too long delayed, considering the practical nature of the decision. But what I am anxious to direct your attention to is that the case is altogether omitted in the *Weekly Reporter*.

Many country practitioners are in the habit of relying exclusively upon the serial connected with your journal for their knowledge of recent decisions. I have for some years been in the habit of doing that myself; and, as this omission is not only calculated to shake the confidence of your subscribers in the merits of your reports, but has put me individually to inconvenience, I beg most emphatically to complain of the negligence of your reporter. LEX.

Dec. 1, 1863.

[*Edwards* v. *Gabriel* was decided by the Exchequer Chamber, on appeal from a decision of the Court of Exchequer, on the 2nd of December, 1861 [and not 1862, as stated by "Lex."], and a report of the case will be found in 10 W. R. p. 95 (December 14, 1861). A report of the case, before the Court of Exchequer, will be found in 9 W. R. p. 669.]

PROJECTS OF LAW REPORTING.

I attended the meeting of the bar, convened by the Attorney-General, for the purpose of considering the expediency of making some alteration or amendment in the mode at present adopted of preparing, editing, and publishing the reports of cases decided in the Courts of Common Law and Equity; and I must confess that I never witnessed anything so unsatisfactory in all my life.

The hour at which the meeting was convened was most inconvenient, not allowing sufficient time for the discussion of so important and so difficult a subject, and even the short space of time that it was intended to devote to it, was further curtailed by the delay in commencing the proceedings, of nearly half an hour; so that when the discussion was opened, those in attendance were more disposed to go to their dinners, than to listen to, or take part in it. With, perhaps, some half-dozen exceptions, the great leaders of the Common Law Bar were absent. The great majority of the gentlemen on the platform were members of Lincoln's-inn, and practitioners in the courts of Equity, with a sprinkling of the members of the Law Amendment Society. Many gentlemen came there prepared to speak, but were deterred in consequence of the reception which Mr. Jemmett, and others met with, being silenced by the incessant cry of "divide, divide." It appeared to me that Mr. Daniel's resolution to appoint *his own* committee, was a foregone conclusion, judging from the conduct of many of those who attended the meeting, and from the fact that the names of that committee were already cut and dry. This is not the way that so important a subject is to be dealt with. As Mr. George Denman very sensibly remarked, the first resolution committed the meeting to the condemnation of a system under which a most satisfactory state of the law has grown up, without having any tangible proposition to submit as a substitute. The scheme proposed by Mr. Daniel in his pamphlet, is one that no sound jurisconsult would think of adopting. The preparation and publication of reports by the nominees of the State, or the judges, is so objectionable, and so fraught with evil, as was clearly pointed out by Mr. Denman, that no one who had any desire to see our case law placed upon a sound basis, would make such a suggestion. The plan would be open to all kinds of jobbery and malpractices on the part of the minister, or the judges, in making the appointments of the reporters, and would afford judges, who would take care to appoint obsequious barristers, too great facilities for tampering with their judgments after they were pronounced. The appointments, if made by them, would, moreover, be open to the same nepotism and abuse that are in general apparent in the appointment of Revising Barrister, which, on several circuits, has afforded such prolific cause of dissatisfaction.

Besides all this, the establishment of monopolies has always been odious in the eyes of the British public, carrying with it, as it does, in its train of evils, the certainty of vending an article not worth the price demanded; so that the remedy would be worse than the disease. The greatest guarantee that we possess for the integrity of the Judicial Bench, and the greatest safeguard against their interference with their own decisions, when pronounced, is to be found in the fact, that their process

ings are watched by an intelligent and impartial set of reporters, who will hand down to after ages, uninfluenced by anything but their duty, a faithful exposition of our case law. Abolish this system, and you immediately strike a death blow at the independence of the bar. We have no guarantee for the faithful reporting of our judicial decisions, that can be compared with that which arises from competition in our reports.

If there be any cause of complaint on account of their inaccuracy, and that is the only ground which should influence us in altering our system, the evil will cure itself. No one will subscribe to reports which have a character for inaccuracy, and where there are no subscribers, there will be no publication. Let Mr. Daniel establish the proposition that the cheap reports are inaccurate, or that any two of them vary in any material feature in the report of the same case, and his object will be at once attained. In the course of the debate the suggestion was made, but it failed in proof.

Mr. Daniel is enamoured with the cheapness of our statute law. Here he has fallen upon a subject which he has, perhaps, not much considered. Our statutes are so expensive that five men out of every one hundred cannot afford to purchase them. Compare the price of a volume of our statute law with last years' *Weekly Reporter*—1101 closely printed pages, containing 1168 cases, with a digest consisting of 354 closely printed columns, 36 pages of names of cases, and all the important statutes of the year, with a copy of the *Solicitors Journal*, for £2 12s. Let Mr. Daniel only read Mr. Biggs' work on the expense of our statute law, and he will find out his mistake. But the expense of the reports is not worth consideration when we bear in mind the loss the public will sustain by depriving 150 gentlemen, who are now engaged upon the arduous and important duties of reporting, of the only means open to many of them of learning their profession, and acquiring a proficiency which will be of value to the public. None but the most hard-working men, and those who desire to learn, and make themselves masters of their profession, become reporters, and the work is so peculiar that it requires a long apprenticeship to succeed. Not all the young men who are called to the bar are backed by a long string of relatives, in practice as attorneys, to push them forward. They must await the turn of fortune. The Quarter Sessions in civil and criminal business is not what it has been, and there is no other mode, but reporting, left to a most industrious and deserving set of young men practising at common law, to learn their profession, unsupported as they are by attorneys. No man can learn without practice at Westminster Hall, where his attention is so frequently interrupted, unless it is directed to some object.

But, suppose Mr. Daniel's plan to be carried out, what school does he propose to establish in order to keep up a staff of reporters to take the place of old ones dying or withdrawing. Where are the new ones to come from? Reporting, perhaps one of the most difficult duties to be performed in the profession, is not learned by intuition. Mr. Best, one of our ablest reporters, and Mr. Smith, his colleague, in the Queens' Bench, have both been taken from those very reports which Mr. Daniel so loudly condemns, and, if I do not mistake, Mr. Hurlstone was also engaged upon the *Law Journal*. Mr. Marshall has been appointed to report the proceedings of the superior courts of Calcutta, in consequence of his connection with the *Weekly Reporter*.

Competition has produced cheapness and expedition, and has not degenerated into inaccuracy. On the contrary, the *Weekly Reporter* is listened to by most of our judges, with attention and respect, and a high judicial authority recently paid it a very marked compliment; and, it is well known, that some of our best, and most able common law judges are strongly in favour of the present system over any other that has existed, and I have no doubt over any new one that can be devised.

It is the right of every barrister to cite from any book that illustrates, or in other respects bears upon the case he is arguing, whilst it is the judge's duty to attach the weight due to such authority; but he could not, he would not, he dare not refuse to hear it. Will Mr. Daniel invoke the aid of the Legislature to compel the judges to do so? or will the Legislature interfere? Suppose a case decided, and Mr. Daniel's authorised State, or Judicial reporter, whichever he may be, omitted to report the case, and the vigilance of the *Weekly Reporter* caught his authorised brother napping, will the Legislature be disposed to say that that case, which is only to be found in the *Weekly Reporter* should not be cited in Court? I recollect, indeed, hearing of a case where a learned equity judge did refuse to allow a case to be cited from the proscribed reports, which had recently been decided by a judge of equal authority, and upon which counsel had advised the proceedings in the case then under discussion, which was decided in direct opposition to the reported one; the result was, that the unfortunate client lost his case, and the barrister his client, for the attorney never entered his chambers again. This is the only instance where I ever heard of a judge refusing information from whatever source it came, and it does not reflect much credit upon him, as it indicates a prejudice and a narrowness of mind not to be expected in a judge.

Suppose a case decided in the Queen's Bench on a point of criminal law, which, with the usual despatch, appears in the *Weekly Reporter* in due course, and the case is cited before a magistrate in Cumberland, or at some other place distant from London, as being on all fours with the one under consideration, is he to do an act of injustice to the prisoner, by refusing to hear the case, in the absence of which he commits him to gaol?

But who is to guarantee that a staff of well-paid reporters will not fall into the same lithargic state of their predecessors, whose tardiness called into existence the cheap and expeditious mode of reporting, of which we have now the advantage. The cheap reports abolished, the authorised ones backward, or not reporting all the cases involving points of law:—what is our position? The remedy is worse than the disease. This state of things existed ones, and who will say that it will not exist again. It is a serious thing in criminal matters, as it involves the liberty of the subject to take any step that will have the effect of preventing the most remote regions from becoming acquainted, at the earliest possible moment, and in the cheapest form, with the decisions of our courts at Westminster, which guide and govern the whole country. Why should magistrates be confined to one class of reports for their information? why should not the solicitors practising in the country be permitted the privilege of taking the publication they consider the best? Mr. Daniel objects that a barrister in practice has £30 or £40 a year to pay for his books. Has Mr. Daniel ever asked what a medical practitioner pays for his books annually, or a clergyman, or a naval or military man, or any other man living by the arts and sciences? If he has, he will find a much larger expenditure than the barrister is called upon to make, and the time expended in their perusal is much greater than that spent by the barrister, for even that, is economised by the reporter who gives in a marginal note the pith of the case; and Mr. Daniel well knows that the great majority of practitioners seldom read more unless they are advising on a case.

But when I come to consider the constitution of this committee, I fear that they will arrive at a foregone conclusion. I wish to avoid the invidious task of pointing by name to any one of the body, but I do not find amongst them many Common Law men of standing. Mr. Denman's name was added on the motion of Mr. Harrison, and, no doubt, he is a host in himself if he has time to devote to his duties—his known character for conscientiousness will induce him to find time, if possible. Mr. Quain's is the only known name at the common law bar proposed by the committee, who is likely to work? We ask, who named the committee? Why it was not left to the meeting to do so? I ask why the Common Law Bar does not constitute a larger element? I ask, further, why have all the gentlemen connected with reporting, especially with the proscribed reports, been omitted from the committee. If the committee is true to itself it will meet the difficulties of the subject in a candid spirit. If so, there is no fear of our present system being disturbed to make way for an Utopian scheme that will unsettle everything, and give no satisfaction to anyone. We have the assurance of Sir Hugh Cairns, Mr. Malins, and Mr. Denman that this shall not be so. We shall watch the proceedings of the committee and will read their report with interest,

G. W.

Re Chorley.

In the notice in your journal of the 28th ult of the rule *nisi*, granted by the Court of Queen's Bench, at my instance, on the motion of Mr. Coleridge, Q.C., you state that my application "relates to a suit against the Midland *Railway* Company."

As this has led to some misapprehension, may I beg the favour of your stating that the matters complained of arose out of certain proceedings against the "Midland *Banking* Company (Limited)?"

Thos. Fearncombe Chorley.

48, Moorgate-street.

BILL OF SALE.

I shall be obliged by the opinions of some of your readers on the following point:—In March last, a bill of sale was given from R. to L. for securing £250 and interest, on the household furniture and effects in the house R. occupied. The amount was to be paid by eight half-yearly payments, the first of which has been for some time due. L. knows that R. is in pecuniary difficulties, and wants to protect himself from the possibility of a bankruptcy. Is it imperatively necessary for L. to remove all the property off the premises, so as to have them in his own order and disposition? or would he be safe by merely leaving a man in possession? D. M.

WOOD v. WHITE.

I shall feel obliged by your allowing me to state that I was not the defendant in the above action, a report of which appears in the daily journals of this day. R. F. WHITE.

33, Fleet-street, Dec. 9.

APPOINTMENTS.

The Queen has been pleased to direct letters patent to be passed under the Great Seal, granting the dignity of a Knight of the United Kingdom of Great Britain and Ireland unto GILLERT PIGOTT, Esq., one of the Barons of Her Majesty's Court of Exchequer.

We have already intimated, but it is now finally announced, that the Lord Chancellor has appointed Mr. AUGUSTUS B. ABRAHAMS, of the Middle Temple, Barrister-at-Law, to the office of Secretary of Presentations, which became vacant by the resignation of Mr. C. F. Trower.

Mr. GEORGE DANIEL WARNER, of Tonbridge, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

PROVINCES.

WORCESTER.—Mr. Thomas Clutterbuck, solicitor, of this city, was charged before the county magistrates at Worcester, on Tuesday, with taking away Barbara Ellen Hopkins, aged fifteen, from her home, against the will of her grandfather, in whose care she was. Evidence having been adduced in support of the charge, Mr. Clutterbuck was committed to take his trial at the assizes on the charge of abduction, but was admitted to bail, himself in £200, and two sureties of £200.

SCOTLAND.

On Tuesday, at Windsor, Sir William Gibson-Craig, Lord Clerk Register and Keeper of the Signet, was, we learn from the *Court Circular*, "by command of the Queen, sworn of her Majesty's Most Hon. Privy Council." This honour would appear to have been bestowed with special reference to the high office held by Sir William, but certainly not without reference also to his personal merits, services, and character, public and private. The office of Lord Clerk Register, though now shorn of some of its powers as well as of all its emoluments, is one of the very highest in rank, and most important in duties and authority remaining in Scotland. Up to the union of the kingdoms, the Lord Clerk Register had *ex officio* a seat and vote in the Scottish Parliament, was presiding Clerk of the Privy Council, of the Court of Sessions, of the Court of Exchequer, and of every commission issued by the Crown of Parliament; was the superintendent and legal custodier of all the registers, with very large powers; and had very extensive patronage, appointing all the Deputies and Clerks in the Court of Session, in the Register house, and in the various departments throughout the country under his superintendence. A very considerable portion of these dignities and duties still remain attached to the office. The Lord Clerk Register is one of the officers of State for Scotland, keeper of the Signet, head of the Register-office, has the custody and care of all the rigisters of Scotland—as well the national registers as those applicable to land and other rights,—and discharges, among other duties, that of President at the election of the Representative Peers of Scotland. It is, of course fitting that the holder of such an office should possess the title and precedence belonging to a member of the Privy Council; but in the present case there is a double fitness in the bestowal of the honour, from Sir William Gibson-Craig having, since the appointment, made conscience of the work of the office, and laboured with much success to improve the efficiency of the department. It is worth mention that, in 1641, the office of Lord Clerk Register was held by a direct ancestor of Sir William Gibson-Craig—Sir Alexander Gibson, of Durie, eldest son of Lord Durie. Apart altogether from the office, there will be, we may safely say, a strong and general feeling of gratification on account of the honour paid by the Crown to Sir William Gibson-Craig personally; and, through Sir William has all his life long been strenuous on behalf of his own principles in all our political and other controversies, that feeling will be strong among all parties alike, in the consciousness that Sir William has now come to belong more to the country than to a party.

IRELAND.

COURT OF ADMIRALTY.

(Before Judge KELLY, Captain ROBINSON, R. N., and Lieutenant LATOUCHE, R.N., assessors).

LAW OF COLLISION.

Nov. 30.—*The Iron Duke, of Dublin, steamer.*—The judgment in this cause of collision, which had been on trial last week, was delivered this morning.

Judge KELLY, addressing the assessors, said—Gentlemen, as the Legislature of the kingdom has lately made some very important alterations in its marine law, which bind the ship and shipmasters on the seas equally as the judge within his court, it seems to me a clearer mode of proceeding to instruct you what those are before I comment upon or request your nautical opinions upon a case, the circumstances of which are to be considered altogether with reference to the provisions of this altered law. In doing so, however, I will confine my observations to such changes in it as affect cases of collision, the present being a case of that nature, and, therefore, our present business being limited to the investigation of it. The course proposed seems the more necessary as the alterations referred to came into operation as law upon the 1st of June last (1863) only, and the collision—the subject of the pending trial—occurred on the following 6th of October. The former law, anterior to that 1st of June, when the new or present law as to collisions came into force, was, as you are well aware, as follows:—"Whenever any ship, whether a steam or sailing ship, proceeding in one direction, meets another ship, whether a steam or sailing ship, proceeding in another direction, so that if both ships were to pursue their respective courses they would pass so near as to involve any risk of collision, the helms of both ships shall be put to port, so as to pass on the port side of each other." Such was the enactment of the Merchant Shipping Act, 1854, being in a concise form the embodiment of all former regulations on the subject, from the day when steam navigation first became an important element in the carrying trade of this country. That law made no distinction, be it observed, between steamship and sailing ship, imposing upon each of them, indifferently and alike, whether approaching sailing ship or steamship, the obligation to port helm. But the Merchant Shipping Amendment Act, 1862, repealing (amongst others) this enactment, established amongst others the following regulations, called articles, in its place—namely, article 11—If two sailing ships are meeting, end on, or nearly end on, so as to involve risk of collision, the helm of both shall be put to port. Article 13—If two ships, under steam, are meeting end on, or nearly end on, so as to involve risk of collision, the helms of both shall be put to port; and article 15—If two ships, one of which is a sailing ship and the other a steamship, are proceeding in such directions as to involve the risk of collision the steamship shall keep out of the way of the sailing ship. Then come articles 18 and 19, where, by article 15, "one of two ships is to keep out of the way, the other shall keep her course due regard being had to the dangers of navigation and to special circumstances, which may make a departure from the rule necessary." The difference, then, between the former and present laws consists in this, that, whereas, under the former, a steamship and sailing ship meeting, so as to involve risk of collision, both should port; but, under the present law, the steamer must give way, and the sailing vessel shall keep her course. Now the present case must be considered by you and by the court with reference to this present law, it being a case of collision between a steamer and a sailing ship. It is true, as I have already observed, that the present law came into force

upon the 1st day of June last, but five months previous to the occurrence of this collision. But the maxim of the law is, that no man is to pretend ignorance of it, and in regard of this particular law, the Merchant Shipping Amendment Act of 1862 gave eleven months' notice of it, and the Order in Council of January, 1863, gave five months' notice. Passing on now to the consideration of the facts of the case, the evidence on the part of the petitioners is as follows:—The brig *Trial*, of Dublin, 141 tons, her master and five hands, bound from Dublin to Ardrossan, in ballast, had proceeded on the evening of the 6th of October last, about five o'clock, down the river to outside the Poolbeg-light, in tow of a tug, when, the rope parting, and the wind freshening from S.S.E. and heading her, the weather, also, looking badly, the master decided on returning to Dublin. Wearing the vessel round for that purpose, and setting the foresail and forestaysail, he steered back for the river, his two lights burning brightly, the mate and two hands forward on the lookout, and he himself at the wheel, having passed the light, and whilst going up the river, keeping mid-channel, about seven o'clock, the master, and about the same moment the lookout, distinctly perceived the three lights of a steamer coming down the river right ahead of them. That steamer was the *Iron Duke*, the defendant in this case, then on one of her usual passages from Dublin to Liverpool. The learned judge having referred to the evidence said,—such is the case of the brig, consistent within itself, and not disturbed by the cross-examination of the defendants. The petitioners allege three matters, besides general negligence, as causes of this collision—the steamer not having kept out of the way, not having stopped and reversed engines, and not having kept the starboard side of the channel coming down. Now, the pleas of the defendants negative these alleged causes, and set up on their own evidence what I will now take into consideration. Let it be premised—and to the general credit of all the witnesses be it said—that the testimony on both sides is in perfect agreement as to most of the earlier, and to many of the leading facts of the occurrence—namely, the time of the night, the point of the wind, the ebb of the tide, the state of the weather, the contemporaneous sighting of each other's lights, the distances of each other of the vessels at that time, the hail given to hard a port on board the brig, the tale as nearly as could be reasonably expected of the minute intervals of time between each, observed rest in the hurried act of a few minutes, and in the description of the colliding contact.

To turn now to the evidence which is to be adverse to the petitioners. The learned judge went through the evidence and continued;—The evidence just recapitulated, embraces all the facts of the defendant's case, and, with one exception, agrees in two very important points with that of the petitioners—namely, that the brig held on her course without any alteration from the moment the vessels sighted each other, and that the steamer ported to go over to southward. The exception is also very important; the evidence on the part of the brig being, that the collision occurred in mid-channel, and that on the part of the steamer, that it occurred close to the south bank. But the testimony of witnesses who belong to neither brig nor steamer, abundantly prove that the statement of the brig upon the point is the correct one. These witnesses are the seamen of the *Vale of Ovoca*, a schooner passing by at the time of the collision, and an actual eye-witness of it, ships passing well to southward of the brig, the harbourmaster, who inspected the place where the brig sunk, as he saw her with her spars lying partly above the water the following morning. To this may be added, that the place picked off in the chart as the spot where the collision happened, by the captain and mate of the steamer, was between the two and three fathom lines, and to the middle of the channel. It has been argued that the brig did not go down in the part of the river in which she was struck, but drifted under the influence of the wind to the north of it; but an inference, founded upon mere possibilities, cannot be admitted as against a fact so distinctly proved. Upon all this evidence, it will be for you, gentlemen, to give me your opinions presently, was the new law in the articles explained to you complied with by these respective vessels. With respect to the allegation of the steamer not having stopped and reversed, it is quite clear that her way was stopped totally at the time of the collision, but there is no evidence, except inferential, that her way was reversed, and her captain, when questioned on the point, positively declined to swear "that her way was reversed any." The third alleged cause of the collision—namely, that the steamer had not kept to the starboard side of the channel, has been counter-pleaded, but the evidence already referred to has shown that she did not. Her own captain's evidence has placed it on distinct grounds, beyond all doubt, for he has deposed that after he saw the brig he ported twice—two points and one-half altogether—before, as he stated, he reached the edge of the south bank. But, although not pleaded, it has been contended at the bar, on behalf of the *Iron Duke*, that the harbour regulations of the port of Dublin, requiring steamers entering and leaving to keep the starboard side of the channel, overrides the several articles of the amended Merchant Shipping Act, 1862, already so fully detailed, and justifies all vessels acting in accordance thereto in non-compliance with those several articles. The answer to that argument is twofold—first, the evidence proves that the *Iron Duke* did not act in obedience to the harbour regulations, and, therefore, cannot claim the justification contended for; secondly, that the legal position is, in law, untenable, the harbour regulations being merely a local rule of order to prevent the steamers going out running in the way of the steamers entering the river, and itself controlled by the general law *lex sub graviore lege*. The 13th plea of the defendants, that under those harbour regulations it was the duty of the brig to port and go to the north of the channel, is not founded on fact, but it has been sworn to by the captain of the steamer, and that it was his expectation that every moment the brig would have done so. The consideration of this plea, and the evidence supporting it, cannot but induce a strong conclusion that, upon that erroneous assumption, the captain of the steamer ported her as he had done. The allegation of the petitioners, that the steamer, after the collision, backed out and proceeded on her voyage without rendering, or offering to render, any assistance to the brig—an act of inhumanity which, if proved, would have subjected the steamer under the new law, except otherwise innocent, to have been held liable for the collision, the Court is bound to say has been but negatively supported, and fully disproved on the part of the defendants.

Before, however, proceeding to draw any final conclusion from the views I have been expressing, I will ask your assistance and advice with respect to the following questions, retiring afterwards to confer upon them. 1st. Were the *Iron Duke* and the brig, when they first sighted each other, proceeding in such directions as to involve risk of collision? 2nd. Bearing in mind all the evidence upon the matter, did the *Iron Duke* take the necessary and proper measures to keep out of the way of the brig, or, if not, what measures should she have adopted? 3rd. Upon the evidence adduced, was the brig justified in keeping her course under article 18, or were there any, and what, circumstances of danger to navigation or of immediate danger, which rendered a departure from that article necessary? 4th. To which ship, either or both, is the collision to be attributed?

After a conference in chambers, on returning into court, the judge said, we have all concurred in the following answers: — To quere 1st—They were in such directions as to involve risk of collision. To query 2nd — The *Iron Duke* did not take the necessary and proper measures. Three courses were open to the *Iron Duke* on losing the brig's red light and seeing that she continued steadily on her course, first, the *Iron Duke* might have passed to the northward; secondly, if she wished to go to the south she should have ported effectually, and, in the first instance, till she opened the brig's port light; thirdly—failing in these evolutions, she might have stopped in time and gone astern. To query 3rd—The brig was fully justified in keeping her course—no circumstances whatever existed to render a departure from the article necessary. To query 4th—The collision is to be attributed solely to the *Iron Duke* in not having kept out of the way of the brig, as she was bound to have done. I therefore pronounce my decree in favour of the petitioners, together with the costs of suit.

Advocates for the petitioners—Dr. *Todd*, Dr. *Chatterton*, Q.C., and Dr. *Elrington*. Proctor—Mr. *Richardson*. Advocates for the defendants—Dr. *Gibbon*, Dr. *Townsend*, and Dr. *Corrigan*. Proctor—Mr. *Lee*.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

Law of Negligence as applicable to Railway Officials.

To the Editor of the Solicitors' Journal.

Dear Sir,—A recent judgment of the Correctional Tribunal of St. Etienne, has been noticed by some of the English papers and held up to the English judges as a hint how railway officials

should be treated to prevent, on their part negligence which may endanger the safety of the public. I cannot help agreeing with the spirit of this hint, and thinking that in the matter of railways the protection given to travellers in England is not sufficient. As that is an interest of the highest and most serious order, to secure which every one would be glad to contribute his most earnest efforts, I am happy to be able to comply with your request, and herewith send you an account of the mode in which the law of France has attempted to attain that end, which may offer some useful suggestions. Many think, and I for one, that France is a great deal over-governed and over-administered; that the authorities interfere in a great many matters that they should not have anything to do with, and that they ought to be left to be provided for by the independent action of the individual;—that an amount of almost humiliating protection is extended over the subject, which seems to be grounded on the presumption that the majority are not adults and rational beings, but babies or idiots, and which, to prevent the few who are below par, and ought to be taken care of by their families from coming to harm, very troublesomely impedes and fetters the rest. All this, which may seem tolerable, and even natural to the races whose infancy has been cramped by the swathing clothes of imperial Rome, appears singularly irksome to the independent and self-reliant spirit which pulsates in the hearts of those who are warmed by Saxon and Scandinavian blood. But strongly as I feel in this manner towards many of the laws and institutions of France, I cannot help very positively asserting, that minute as the railway regulations of France certainly are, France, in this particular, is not too much protected.

That men should be left as much as possible to take care of themselves, so that they may become strong men, well and good; but where they can do so, where they are not thrown powerless into the grip of an agent over whom they have no control. The traveller has not laid the road, chosen the sleepers, fastened the rails. He has no means of testing the boiler, of auscultating the vital organs of the formidable hippogriff which is to hurry him through the land; and should the monster run wild, or collapse in gigantic convulsions, he has no means of saving himself from being overwhelmed and crushed by the throes of its expiring power. He can controul nothing, help nothing, prevent nothing. It is for the powers above, therefore, who have created this agent, and committed the traveller, thus defenceless, to its care, to so regulate its working as to make it as secure as possible. Nor can railway companies complain of such interference. They have obtained from Government what must be practically, almost invariably, a monopoly. The traveller has no choice but going to them; he cannot force upon them proper attention to his safety and satisfaction, by calling to his assistance that strong economical ruler—competition; he cannot patronise another railway; there can be no other. So, pleased or not pleased—safe, or not safe—by that railway he must go. Let, therefore, those who put this master over the public, who create him, and, therefore, can mould him at will, so govern him as to make his rule as easy and unobjectionable as possible. Let his proceedings be so regulated that we may be safe in his hands, that he may not compromise and ruin, by his carelessness, some of the greatest interests in the world, committed to his care; that, from the badness of his apparatus, or the defects of his management, ourselves and everything we hold dearest, our wives and children, may not be torn to shreds in those awful catastrophies, which would prevent all travel if one did not forget them, and which, when they do not destroy life, embitter it, frequently for ever, through incurable injuries.

Thus has the French legislator dealt with the railways which have been at various times conceded. To each he gave its constitution and bye-laws, and each, besides, was bound to the general laws of the land. These have provided for the manner in which the hurtful neglect of the company should be punished and the consequences thereof repaired; but, penalties and damages being but a sorry plaster for broken bones, he has done better still by seeing to the prevention of the same. No pains were spared to ascertain the various requisites for safety which every portion of the railway should offer, and, as soon as, by the diligent investigation of the most eminent engineers, such could be found out, those desiderata were immediately converted into binding legal requirements. Nor was the sinister teaching of such accidents as occurred neglected. Thus, a terrible catastrophe having taken place on the Versailles Railroad, through the axletree of a locomotive giving way, the minister of public works published a circular, ordering certain measures to secure a better quality of axletree for the future, and prohibiting, in most cases the use of locomotives with only four wheels; thus, likewise, the boiler of an engine, "the Creuzot," having burst, it was examined, by order of the minister, the cause of the accident discovered, and the mode of construction, which had caused the same, prohibited for the future. For locomotives in particular the law has laid down, in the most express and minute manner, the various requirements that every locomotive should offer in every respect that may concern the safety of the engine—for example, the description and proportions of the safety valve, the description of the spring lever or weight which shall press down the same. To the boilers no less attention has been paid, and the ordinance of 1846 has carefully laid down how they should be proved by the pressure-pump, the minimum allowable factor of safety varying considerably, according to the shape of the boiler—whether circular, tubular, or otherwise, whether in brass or iron—all these particulars, useless, and tedious to detail here, have been very positively and very imperatively laid down by the law. Nor has the law been without care for the observance of these regulations. They have been by no means left to take their chance. Their enforcement has been secured by a complete system of inspection, their violation punished by certain penalties. By article 55 of the ordinance of the 22nd May, 1843, it is enacted that—"No locomotive shall be put into use without a permit of circulation delivered by the prefect of the department, in which permit shall be stated the point of departure of the locomotive."

The article 7 of the ordinance of 1846, likewise decrees that, "No locomotives can be put into use without the approval of the authorities, and without having been submitted to all the trials required by the regulations in vigour. When, in consequence of deteriorations, or any other circumstance, the interdiction of any machine shall have been pronounced, the machine shall not be put into use again without a new authorisation." The article 8 of the latter ordinance describes the nature of the axletrees which shall be used. Article 9 ordains that a book shall be kept, without any arrears, for the locomotives, bearing the date of the first use of each, the work it has been put to, an exact statement of such parts of the same as have been replaced or repaired. A special book is likewise to be opened for the axletrees, setting forth the place of their manufacture, the work they have gone through, the trials they have been submitted to, the accidents they have suffered, and the number they bear. These books are to be produced on any application of the visiting engineers. Article 16 enacts that the engines are to be kept in good repair, that the state thereof is to be reported to the minister of public works, who may order any repairs or alterations he may think fit. Nor is the licence, given by the prefect for the locomotive, given unadvisedly. The article 56 of the ordinance of the 22nd of May, 1843, ordains that the applications for the permits shall contain the statements required by the numbers 1 and 3 of the article 5 of the ordinance that is, the highest pressure which the boiler shall have to bear, and the form of the boiler, and its capacity in cubic metres. By article 57, the prefect shall take the opinion of the official engineers, before he grants the permit of circulation. By article 58, the permit shall expressly state the name given to the locomotive, and the service for which it is intended, the maximum pressure in atmosphere that the boiler is intended to bear, the numbers with which the boilers and cylinders have been stamped, the diameter of the safety valves, the capacity of the boiler, the diameter of the cylinders, and the scope of the pistons, the name of the maker, and the year of the construction of the locomotive. By article 57, should a locomotive have not been made, or be not repaired, in accordance with the rules laid down, the prefect, on a report of the official engineers, may suspend or prohibit the use thereof. And that the above regulations may not remain a dead letter, the law of the 21st of July, 1856, enacts certain penalties, some severe, against all engine makers who should deliver a locomotive, constructed or repaired, without submitting it to the proper proof, or against those who should use an engine which has not received the stamps denoting that it has been submitted to the proper proof. Likewise against those who should put into use an engine which has been repaired, without reporting the same for inspection to the prefect, or without that engine having been again duly proved. Proper punishment is also ordained against such as should continue to work an engine to the contrary order of the authorities, or after the various parts of the same have fallen below the requirements of the law. Nor are those forgotten who should work the engine at a higher pressure than the licence allows.

But the law has not rested there, and left it to the parties

to carry out the above highly important enactments. The law has entrusted to certain officers the duty of seeing that such shall actually be done; these are the inspectors of the controul of the railways, who have to visit them, and make reports to the minister on the state of the same; under them are the special engineers attached by the Government to each railway, with the single and exclusive duty of continually inspecting every part of the same, and its rolling-stock, and seeing that the whole is in a state conformant to the law, and to report upon the same under their responsibility. These take care that no locomotive, which, in their opinion, is unfit for service, should be allowed to endanger the public safety, by being put into use, as they have the power to prohibit the working thereof entirely, or to order such repairs to the same as they may think fit. The operation of the above rule has been so effective, that it may be said that there are now no accidents from boilors in France.

So much for the measures adopted by the law to prevent accidents. A few words now about the manner in which those who have caused them are punished, and the consequences thereof, as far as possible, repaired. Every accident on a railway is immediately the subject of a severe investigation on the part of the authorities and Government engineers, and, should it appear that its cause has been either some defect in the construction of the way or rolling-stock of the company, or any, or in the management of the same, or neglect or default in the officials thereof, those to whom the accident is attributable are tried by the tribunal of correctional police, and punished with fine and imprisonment, in proportion to the bodily harm which their fault has caused, and the degree of that fault. The highest degree of care is expected from these railway officials, they are to exhibit what the old lawyers used to call *Maxima diligentia in abstracto*. The railway companies are responsible to the sufferers for the damages awarded against their servants.

Yours,

ALGERNON JONES,

Paris. Advocate in the Imperial Court of Paris.

AMERICA.

THE ILLEGALITY OF THE CONSCRIPTION.

A great sensation has been created throughout the Union by the fact that the Supreme Court of Pennsylvania has decided against the legality of the Conscription, or National Enrolment Act. The Radical papers and those attached to the interests of Mr. Lincoln's government do not fail to observe that only three judges out of five agreed to the decision, and, of these three, two belonged to the Copperhead party and were defeated in the late State elections. The decision, however, is a legal, and, for aught any one knows to the contrary, an honest one, and will have no slight weight with the people at large. The Americans may have an interest in blackening the character of the magistrates of their own choice or in finding fault with the elective system which sets them on the bench, but the whole operation of the draught in Pennsylvania is no less, for all that, at least temporarily annulled.

A correspondent of a morning journal, writing from New York, says,—

"Edwin James is not content with the legal honours he has earned—he has commenced writing letters upon public affairs, and upon the rights of labour. He will keep his name before the people, and, bye-and-bye, he will be rewarded by a seat in Congress, or in one of the best judicial positions in this State."

"It is a good sign for a city when its people are anxious about the character of the judges of the higher courts. Much was said before the recent election against Judge M'Cunn, who ran as a candidate for the judgship of the Superior Court. We all supposed that he was elected, until recently, when the county canvassers reported his opponent, Judge Bosworth, elected by ten votes. This will gratify many thousands who voted against M'Cunn, not because he was a Copperhead, but because he was regarded as a corrupt politician."

It is stated that Mr. Secretary Chase is willing to withdraw from further competition for the Presidency by accepting the place of Chief Justice of the Supreme Court of the United States, which has become vacant by the resignation of the Hon. Roger B. Taney.

REVIEWS.

International Commercial Law. Being the principles of Mercantile Law of the following and other countries, viz., England, Ireland, Scotland, British India, British Colonies, Austria, Belgium, &c. By LEONI LEVI, Esq. F.S.A., F.S.S., of Lincoln's-inn, Barrister-at-Law. Second Edition. V. & R. Stevens, Sons, & Haynes. 1863.

The leading title of the work before us scarcely conveys a fair notion of its real character. International law must be either public or private. It is public when it is applicable to disputes between States, and private when it regards litigation between private persons, in cases whose decision is dependent on a diversity of national laws and jurisdictions. But the phrase, as used by Mr. Levi, and as explained by him in the subsequent part of the title page, is intended to denote merely a statement of the laws of different countries applicable generally to the same subject-matter—commercial law. In no proper sense, certainly, can the work be said to belong to the department of International Law. Neither, indeed, is it fairly described as containing the *principles* of commercial law in the various countries enumerated or in any of them. A more correct description of it would be, "Some account of the English law of partnership, joint-stock companies, bills of exchange, copyright, shipping, and bankruptcy, with numerous references to the laws of other countries, on the same subject." We quite concur with Mr. Levi in the opinion, that a work which presented, side by side, the principles and rules of commercial law adopted by the leading civilized countries, and showed at a glance the extent of their agreement or disagreement, would be a vast benefit to all persons engaged in foreign commerce, and to their legal advisers. But to render such an effort successful, not only great patience and skill in analysis, but extraordinary legal learning would be necessary. The difficulty would be to find a person equally good as a lawyer and a linguist, and as subtle in thought as apt in expression. Yet, though it would of course be all but hopeless to find such a man who was not more profitably employed, it is not very difficult to form an opinion as to the manner in which a work of this kind must be contrived so as to come near the ideal of the *desideratum* which we have mentioned. The first requisite would be, of course, something like proper co-ordination and proportion between the various parts. Not only should the topics be arranged in the order of their natural relations, and treated according to their real importance, but in a work professing to state the law of a number of different countries, there ought to be some approach to completeness in the statement regarding each. If, for example, such a work were written in the German language, English lawyers would be rather surprised to find its law of contracts disposed of in a few lines, while the same topic, in the law of Prussia, occupied ten times as many pages; and various particulars, touching the law of other countries, under the same head, stated as if they were respectively peculiar to those countries, while, in fact, they were not so, but might equally be attributed to ourselves. All this is certainly calculated to disappoint and mislead the reader, and yet can hardly be avoided by an author who undertakes such a work without a severely systematic plan. In the work now under notice, some of the these objectionable characteristics are strongly developed. Two-thirds of it, at least, are composed of summaries of English law, which might easily be made from half-a-dozen text-books, without ever opening a volume of reports, or reading the cases themselves. But even a book thus composed might be useful to the mercantile community if it were confined to the enunciation or illustration of principles; but one which jumbles together principles and details—the abstract and the concrete—rules, without a statement of subsequent modifications—is neither an agreeable instructor nor a safe guide. No English lawyer, for instance, could rely upon Mr. Levi's account of our law of partnership, or of joint-stock companies; because it is necessarily incomplete and unfinished even, and, indeed, more notably, when it professes to descend into detail. In the effort to be compendious, errors are sure to creep in, and oversights are unavoidable. Any lawyer will at once see how hopeless it is for one man to accomplish such a work satisfactorily, when it is so comprehensive as that now before us. The danger is always, not so much from positive misstatements, as from partial and inaccurate statements, or the enunciation of principles and rules absolutely, when in fact they have been largely qualified by subsequent decisions, and this is an error into which Mr. Levi has frequently fallen. Coleridge used to say that half truths are often the most mischievous, because the least suspected of error; and so in law the statement of a rule absolutely, where it exists only *sub modo*, is very likely to mislead those who do not pursue the inquiry for themselves. It would be easy for us to give many

instances in proof of what we have said, from Mr. Levi's book, but it is hardly necessary for us to do so. Indeed we do not intend to attribute to him any special short-comings in this respect. They are scarcely avoidable in such a work, where it is the composition of a single author; and that is a strong objection to *all* works of the kind, even where the plan and method are unexceptionable. But in this book, the difficulty of satisfactory execution is greatly increased by want of *any* systematic plan or method, and therefore the task of pointing out faults in detail would be interminable. We are bound, however, to "condescend"—as our Scotch friends would say—to some particulars.

First, then, it is not a book on the *principles* of the commercial law generally, or of England in particular. To take, for example, the single head of joint-stock companies as distinguished from mere partnerships. Vol. i. chap. 5, contains some remarks upon "what is, according to British law, a joint-stock company," and also upon the liability of projectors, the formation and management of companies, the powers of directors, &c. Then follows a summary of the Fraudulent Trustee Act, and some observations upon insurance, banking, mining, and railway companies. Under each of these heads a few cases are cited, whilst scores of others of equal importance are omitted. The citation appears to proceed very much at random, and with little or no regard to the distinction between principles and minute details. This chapter, moreover, seems to have been written before the passing of the Companies' Act, 1862, and so far as the law has been thereby modified, is therefore inaccurate. Nothing is said in it about joint-stock companies in foreign countries. In the preceding chapter—namely, that on partnership—there is some account of foreign anonymous companies, but we are nowhere told whether or not the law of any other country recognises any associations similar in principle and formation to an English joint-stock company. However, having given us a few disjointed details about this most potent engine of modern English commerce, we find reprinted, a little further on in the same volume, without note or comment, almost in the very words, the greater part of the Companies' Act, 1862, which occupies no less than seventy pages. This is given in a separate chapter, entitled, Statutory Law on Joint-stock Companies. All the numerous provisions of that Act, relating to the power of the courts to make rules, to its application to registered and unregistered companies, to the service of notices, and many other details of the same kind, which Mr. Levi gives at length, can hardly be considered as coming within the principles of commercial law.

Next, the reader of this work must often be in doubt, if he have no other means of judging, whether the law of foreign countries agrees with the English law where it was not otherwise stated. Some notion of this kind was probably in the contemplation of the author, when he commenced his task. In his preface he says, "In order to avoid the reproduction of the entire law on the different subjects in each country, it was deemed necessary to insert only such provisions of the same as seemed either to be of greater importance for international purposes, or to exhibit greater divergence from our own, or from the general laws. But in doing this, the most careful attention has been bestowed on the preservation of the spirit and meaning of the original codes or laws." The plan here suggested, if carried out, would not be a bad one; but, in fact, there has hardly been any attempt to observe it. Thus, under the head of partnership, "as between the parties and towards third persons," we have several propositions, by no means complete or exhaustive, touching English law; and then there are a few slight and incidental references to the laws of other countries, with very little regard to the question whether they agree with English law, or differ from it. The result is, that the reader is left entirely in the dark as to the law of foreign countries, except so far as it happens to be stated in express terms; and as these statements are necessarily very brief and very partial, they do not often convey any information that could be safely relied on for any practical purpose. The chapter on Bills of Exchange is, we willingly admit, almost free from this objection. The subject is one which allows of an almost tabular view of the laws of various countries. The differences are numerous, and being mostly in detail, are easily expressed after this fashion. Mr. Levi has spared no pains on this branch of his subject, and this portion of the work is calculated to be of great value both to merchants and mercantile lawyers. Nowhere else can they find the same kind of information. The work also contains a good account of the law of bankruptcy in several Continental States; and these two features go a good way as a set-off to the mass of comparatively useless matter devoted to English law.

A Treatise on the Fishery Laws of the United Kingdom, including the Laws of Angling. By JAMES PATERSON, Esq., M.A., of the Inner Temple, Barrister-at-Law. London and Cambridge: Macmillan & Co. 1863.

This work treats, in a small compass, a subject which has always been regarded with great interest by lawyers, and which has given rise to a great deal of animated discussion amongst them. Very few topics of old law have been so beaten about amongst the authorities as those relating to grants of fisheries, and to the nature of the rights thereby conferred. The topic was considered of sufficient importance to be the subject of special provisions in Magna Charta, and in the subsequent editions of that great statute, which were published in the immediately succeeding reigns. The general opinion has been, that since Magna Charta, the Crown has had no power to create *de novo*, a several and exclusive fishery in any tidal and navigable part of a public river; and, as there was hardly a single proprietor in the whole kingdom who could exhibit an actual grant, dated not later than the reign of Henry II., it became necessary, of course, to resort to the theory of implied grants, and also to the doctrine of *re*-grants. In the former case, long user of the rights, and prescription, have been held to imply the requisite ancient grant; in the latter, a grant subsequent in date, supported by use and enjoyment, has sometimes been held to be good evidence of a prior grant, or of the property having been anciently in the Crown, and having come back to it, and been re-granted. There has also been a large number of heavy suits turning on the distinction between the various kinds of fisheries, and of the special rights involved in each, not only as to the taking of fish, but as to the ownership of the subjacent soil; and, in addition to all these various questions between private claimants, there has been, from time immemorial, a struggle between them on the one hand, and the general public on the other—the latter having always exhibited a very strong dislike to be deprived of the right of angling, and otherwise using waters which, for some purposes, *e.g.*, the right of navigation, are unquestionably public. There have been a host of reported cases touching various points of this kind, and a good book on the general subject was very much wanted. We are happy to say that Mr. Paterson has met the want in a way which leaves nothing to be desired. He has not only collected the cases, but he has taken the trouble to understand them, and to give their effect so as to show the present state of the law. In doing so he has had the courage—with the high sanction, no doubt, of Mr. Justice Willes, in the recent case of *Malcolmson v. Odea*, 9 H. of L. Cas.—to point out the confusion which has arisen from the ambiguous use of the terms "free" and "several" fishery, by Coke, Blackstone, and others; and, indeed, all through the treatise, the author has taken advantage of the able arguments and judgments in some modern cases, to present the whole subject in a much more logical and intelligible form than is to be found in former treatises. We need only add, that the law of each one of the three kingdoms is treated separately; and, that, besides the more elaborate essays to which we have referred, there are separate chapters shewing the rights of property in fish, and the civil and criminal remedies for their invasion; and in the appendix is given the several fishery Acts of the past few years.

The Solicitors' Diary, Almanac, Legal Digest, and Directory for 1864; containing the Stamp Duties, with Notes, &c., &c., &c. Groombridge & Sons, Paternoster-row; Waterlow & Sons, London-wall.

This is a useful diary, and will, no doubt, be found serviceable to solicitors in their daily practice. In addition to the ordinary matter contained in such publications, it contains "a Digest of Decisions on the Practice of the Common Law Procedure Acts, 1852 and 1854, and the Bills of Exchange Act, 1855, by Mr. G. J. Shaw, Solicitor, Furnival's-inn;" a Table of the Stamp Duties, corrected down to 26 Vict. c. 22; General Directions to the District Registrars of her Majesty's Court of Probate; Memoranda for the use of District Registrars; a Table of Public General Acts; and a List of London and Country Solicitors.

SOCIETIES AND INSTITUTIONS.

THE LIVERPOOL LAW SOCIETY.

The annual report of the committee of this society has just been issued. It is as follows:—

In presenting to the society a statement of the affairs of the past year, the committee would first point with satisfaction to the continued prosperity and growing influence of the society. There have been, during this year, sixteen members added to our numbers, being a rate of increase considerably above the average. The society may now be said to be almost co-extensive with the profession in Liverpool, a fact speaking strongly for the popular action and management of the society, and evidencing that the profession at large are sensible of the advantages which the society is calculated to afford.

The society now numbers 165 members, a list of whom is subjoined to this report. In addition to this internal prosperity, the committee are glad to report that there is a growing appreciation of the society among the lay community, and that the corporate and mercantile bodies in Liverpool seek the assistance of your society in the various questions of legal and judicial reform which present themselves, and your committee need not add that they have responded with cordiality and alacrity to every application of the kind. They have also had the pleasure of granting to a member of the mercantile community access to the library, to aid him in preparing a paper for the annual meeting of the Association for the Promotion of Social Science.

Passing from internal affairs to subjects of more general interest, the committee have to report that they have given attention to the various bills for amendment of the law introduced during the session, and have used what influence they possessed in favour of all measures which, in their judgment, were calculated to advance true law reform. Eminent among these may be mentioned Mr. Hadfield's Law of Judgments Amendment Bill, which the committee regret was not passed, as they consider that, in the shape in which it was originally proposed by him, it would have proved a most desirable measure, and one greatly calculated to benefit the public, by lessening the cost of land transfer and fortifying titles against secret claims. In conjunction with other public bodies throughout the kingdom, your committee had occasion most energetically to oppose a most mischievous and retrograde measure, entitled Writs Prohibition Bill, the object of which was, to take away from suitors the right of suing in the superior courts in certain cases, and forcing them into inferior tribunals. To other measures antagonistic to legal reform and public advantage, your committee had occasion to give their opposition, and are happy to report that none of those objectionable measures have passed into law. And here your committee would express their sense of the obligations that the public are under to Mr. Hadfield for his practical efforts in furtherance of law reform. They would also refer, with thanks, to the courtesy and readiness which both the members for the borough have displayed in attending to and forwarding the efforts of the committee in reference to pending measures of legislation.

Your committee, in conjunction with the Manchester Law Association, are taking steps to get local offices, in connexion with the Common Pleas at Lancaster, established at Liverpool and Manchester, so as to afford facilities for the despatch of business by attorneys direct, instead of through the medium of agents at Preston. The advantages of this to suitors and attorneys is evidenced by the experience of the local offices in connexion with the Chancery of the county palatine. Your committee have also applied to the Vice-Chancellor of that court to issue rules applicable to his court, in pursuance of the Companies' Act, 1862, so as to enable the public to get business arising under that Act conducted in the local court instead of in London, when it may appear desirable to do so.

The committee have deemed it expedient, looking to changes of the law on this subject, to review the society's table of fees on affidavits, &c., and, having carefully revised a table, they presented it to the society, and the same, slightly modified by the society, has been issued for the use of the members.

In accordance with the request of the Incorporated Law Society, your committee have recommended Messrs. Eden, Avison, Ewer, and James Thornely, to conduct the preliminary examinations at Liverpool.

A case of professional misconduct by an attorney, not a member of this society, arising in Liverpool, having been brought under the notice of your committee, they laid the matter before the Incorporated Law Society, whose counsel, however, considered that it was not a case in which they could successfully move.

Your committee received a communication from the town clerk, stating that the question of assize business and re-arrangement of circuits had been brought before the town council, and requesting to have the views of the society thereon; your committee accordingly convened a general meeting of the society, and, in accordance with its resolution, prepared a report on the subject, a copy of which was transmitted to the town clerk. The subject is still before the committee, who propose, in conjunction with the town councils and chambers of commerce of the principal towns in Lancashire and Yorkshire, to approach the Government with a scheme which may obviate the evils now so severely felt and so bitterly complained of by suitors, in the conduct of assize business in those counties.

Your committee have pleasure in reporting that they were represented at the annual dinner of the Manchester Law Association, where they were, as usual, most cordially received. They were represented also at the meeting of the Metropolitan and Provincial Law Association, in September last, at Leicester, and intimated to that body the hope that their annual meeting might be held in Liverpool in 1865, when your committee expect that the society will be able to receive them in the new building in Cook-street.

The committee have to deplore the loss, by death, of Mr. J. B. Lloyd, one of our oldest members, and to report the resignation of Mr. W. J. Robinson, who has abandoned professional, for mercantile, pursuits. They would also notice with sincere regret the death of Mr. James Robinson, long an eminent member of the profession in Liverpool, and an able and zealous supporter of this society.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. J. Napier Higgins, on Conveyancing, Monday, Dec. 14.
Mr. Wm. Murray, on Common Law and Mercantile Law, Friday, Dec. 18.

COURT PAPERS.

MIDDLESEX SESSIONS.

The following is the list of the sessions appointed and fixed for the ensuing year:—

January Quarter Session, January 4; County Day, 14th; Appeal Day (at the Guildhall, Westminster); Adjourned Quarter Session, 18th.

February General Session, February 8; County Day, 18th; Adjourned General Session, 22nd.

March General Session, March 7; Adjourned General Session, 21st.

April Quarter Session, April 4; General Appeal Day (at the Guildhall, Westminster), 12; County Day, 14; Appeal Day (Publichouse Licences), 16th; Adjourned Quarter Session, 18th.

May General Session, May 2; County Day, 19th; Adjourned General Session, 23rd.

June General Session, June 6; Adjourned General Session, 20th.

July Quarter Session, July 4; County Day, 14th; Appeal Day (at the Guildhall, Westminster), 19th; Adjourned Quarter Session, 25th.

August General Session, August 8; County Day, 18th; Adjourned General Session, 22nd.

September General Session, September 5; Adjourned General Session, 26th.

October Quarter Session, October 3; Applications for Licenses for Music and Dancing, 6th; County Day, 13th; Adjourned Quarter Session, 17th; Appeal Day (at the Guildhall Westminster), 21st.

November General Session, November 7; Adjourned General Session, 21st; County Day, 24th.

December General Session, December 5; Adjourned General Session, 19th.

PUBLIC COMPANIES.

MEETINGS.

Scottish Union Insurance Company.

At the annual meeting of this company, held on the 2nd inst., it was stated that during the past year 1,071 new life

policies had been issued, insuring £488,264, yielding new premiums of £15,382, and that the invested funds amount to £860,000. In the fire department the receipts were £52,596, and there was a surplus on that account of £18,380.

WATERFORD AND KILKENNY.

At the half-yearly meeting of this company, held on the 30th ult., a dividend at the rate of 1½ per cent. on the preference stock was declared for the past half-year.

PROJECTED COMPANIES.

THE GENERAL AUCTION AND RENT GUARANTEE COMPANY (LIMITED).

Capital—£50,000, in 25,000 shares of £2 each.

Solicitor—Charles Augustus Wright, Esq., 58, Pall-mall.

This company has been formed for the purpose of providing the public with a speedy, economical, and effective method of disposing of estates, houses, land, or other property, by public sale or private contract.

THE NEW RAILWAY PROJECTS.

The following is an official list of all the plans and sections for new railways deposited in conformity with the standing orders of the Houses of Lord and Commons with the Board of Trade up to eight o'clock on Monday night, the 30th ult., being the last day for receiving them:—

Alford and Mablethorpe, Avon Valley, Antrim and Down Counties Junction, Aylesbury and Buckingham, Ashford and Faversham Junction, Aberystwith and Welsh Coast, Annandale and Solway Junction; Alton, Alrewas, and Winchester Extension; Aldborough Pier and Railways, Anglesey Central.

Belfast Central, Bristol Port and Channel Docks, Bourton-on-the-Water Extension, Blyth and Tyne (new works), Bromley, Blyth and Tyne (additional powers); Belfast, Ballymoney, and Ballycastle; Banbridge Railway, Tramway, and Pier; Belfast and Northern Counties; Beckenham, Lewes, and Brighton; Bristol and South Wales Union (additional lands); Buckfastleigh, Totnes, and South Devon; Brecon and Merthyr-Tydfil Junction; Bristol Port Extension, Brecon and Merthyr Junction (No. 1), ditto (No. 3); Bodmin, Wadebridge, and Cornwall Junction; Blackpool and Fleetwood, Blockley and Banbury; Bridport Harbour, Railway, and Pier; Bangor and Llanberis Direct, Bristol and North Somerset (Bath extension, Brighton Tramway, Bristol Central Station and Railways, Bristol and North Somerset Extension; Blackfriars Embankment, Roadway, and Railways.

Charing-cross (Western), Chichester and Midhurst, Corres; Crief, Methvin Junction, and Branch; Chipping Norton and Banbury, Carrickfergus Tramway, Chichester and Midhurst, Clifton, Carmarthen, and Cardigan Branch, City of Glasgow Union, Ditto and Hutborn Tramways, Caledonian (Glasgow Harbour), Ditto (Bredisholme and Tennochside), Cuckfield, Chichester and Midhurst, Crystal Palace (new lines); Cheadle, Didsbury, and Manchester; Carnarvon and Llanberis, Cannock Chase and Wolverhampton, Charing-cross (additional lands), Central Wales and Staffordshire Junction, Chard Railway and Lyme Regis Harbour Railway, Crystal Palace and South London Junction, Carmarthenshire, Charing-cross (Northern), Carnarvon and Llanberis, Cowes and Newport.

Dublin, Rathmines, Rathgar, Roundstown, Rathfarnham, and Rathcoole; Devon (North) and Somerset; Dublin, Rathmines, and Rathfarnham; Dublin and Baltinglass Junction, Dumfriesshire and Cumberland (Solway) Junction; Dover, Deal, and Sandwich; Denburn Valley, Dublin Trunk Connecting; Dudley, Oldbury, and Birmingham; Daventry, Dublin Metropolitan, Drayton Junction; Dublin, Wicklow, and Wexford; Dublin Grand Junction, Dublin.

Exe Valley, East Gloucestershire; Edgware, Highgate, and London (branch to the Alexandra-park); Exmouth Docks, East and West Junction, East London (Thames Tunnel), Edinburgh and Glasgow, East Norfolk Railways, Erith Tramways; Ely, Haddenham, and Sutton.

Farnham, Aldershott, and Woking; Flintshire: Finchley, Willesden, and Acton.

Great Eastern (St. Ives to Ramsay), Great Western (further powers), Glocestershire and Wiltshire, Great Northern Nos. 1, 2, and 3, Guildford and Leatherhead, Glasgow and North British, Glasgow and Paisley, Great Eastern (Northern Junction), Great Northern and Victoria Station, Garstang and Knot-end, Glendevon and Crieff, Great Eastern (Highbeach Branch) Ditto Junction; Glocester, Cheltenham, and Oxford; Glocester and Ledbury, Great Southern and Western and Midland Great Western Junction of Ireland, Great Eastern (Metropolitan Station and Railways).

Hadleigh and Lavenham, Helston and Penrhyn Junction, Hammersmith and City Extension, Holywell, Hayling, Halifax and Ovendon Junction, Hammersmith and Wimbledon, Hoylake; Hereford, Hay, and Brecon; Henley in Arden; Hounslow, West Drayton, Beconsfield, and High Wycombe; Halifax, Huddersfield, and Keighley; Hammersmith, Midland North-Western, and Charing-cross Junction.

Ilfracombe.

Kent Coast, Kilkenny Junction; Kew, Turnham-green, and Hammersmith; Kingsbridge, Knutsford and Warrington; Kington and Eardisley; Kingston, Tooting, and London.

Liverpool and Central Station; Launceston, Bodmin, and Wadebridge; London, Brighton, and South Coast (additional powers); Londonderry and Lough Swilly (extension); Lancashire and Yorkshire, ditto (additional powers), Lancashire Union, London Low Level; Leeds, Bradford, and Halifax (new works); London, Brighton, and South Coast (Kemp-town station and lines); ditto, Tonbridge (western and south-eastern lines); ditto (new lines to Battersea); London and North-Western (additional powers); Lymington Harbour and Docks; London and South-Western, (Kensington, Hammersmith, and Richmond), ditto (North Devon extensions), ditto (Chertsey extension), ditto (additional works); Llanidloes and Newtown (land), London and Blackwall (extension), ditto (Great Northern and Midland Junction), Llynvi Valley and Ogmore, London, Brighton, and South Coast (Ouse Valley line); Limerick, Foynes, Tralee, and Killarney Junction; Llanelly (No. 2); London, Chatham, and Dover (No. 2); Llandilo and Teiffy, London Main Trunk (underground connecting branches), London Union.

Manchester and Milford (deviations and new lines), Metropolitan (extension to Trinity-square, Tower-hill), Metropolitan (additional powers), Metropolitan and St. John's-wood, Midland (Chesterfield to Sheffield), Marple, Newmills, and Hayfield; Monklands, Mid-Wales, Mistley, Thorpe, and Walton; Metropolitan (Notting-hill and Brompton Extension), Midland (new lines and additional powers), Macclesfield, Boddington, and Marple; Midland (branches to Bath and Thornbury), Macclesfield and Knutsford, Midland (St. Pancras Extension), Macclesfield and Cheshire Midland Junction, Mayfield, Market Harborough and East Norton, Market Harborough and Melton Mowbray, Maidstone and Ashford, Metropolitan and Grand Union, Metropolitan District.

North Kerry and Limerick Junction, Newark and Mansfield, Newquay and Cornwall Junction, North Durham, North Staffordshire (Silverdale, Madeley, and Drayton), North-Eastern (Leeds Extension), ditto (York and Doncaster), ditto (Leeds New Central Station), ditto (additional powers), North British (Carlisle Citadel Station), ditto (Abbey Holme and Leegate), ditto (Perth branch), North and South Junction, North London (Tottenham branch), ditto (additional powers), North Staffordshire (new works), Newry and Armagh (Extension), Neath and Brecon (new lines, Neath to Swansea), ditto Extension to central Wales, North and South Staffordshire Junction, North and South London (High Level Junction), North and South-Western Junction, North and South London Junction.

Okehampton Deviation, Oswestry, Ellesmere, and Whitchurch; Oxford-street and City.

Paddington and Charing-cross, Parsonstown and Portumna, Portsmouth and Portsea Extensions, Pembroke and Tenby, Purbeck, Prestatyn and Cwm, Peterborough, Wisbech, and Sutton; Pulborough, Storrington, and Steyning; Portpatrick, Petersham, Petersfield, and Bishop's Waltham; Poole, Bournemouth, and Wimborne.

Redruth and Falmouth Junction, Reigate and London (West-end Junction), Royston and Hitchin, Ribbesdale, Ryde Station, Rhymney (Cardiff and Caerphilly), ditto (Junction with Merthyr Tredegar, &c.), Ramsgate, Ross, Forest of Dean, and Monmouth, Rickmansworth, Amersham, and Chesham (level crossings).

Stamford and Essendine (Sibson Extension), Salisbury and Yeovil (additional lands), Stonehouse, and Nailsworth Extension, Surrey and Sussex Junction, Swansea and Oystermouth, South Wales Mineral, Scottish North-Eastern, Scottish North-Eastern and Scottish Central, Scarborough, Whitby, and Stathes; Shrewsbury and Potteries Junction, South Cheshire, Southampton and Netley, Scottish Central (Dundee and Newtyle), ditto (extension of station), Shrewsbury Bridges, South Wales, Tenby, and Milford Haven Railways; Swansea Vale and Neath and Brecon Junction; Staines, Egham, and Woking; Sunningdale and Yorkshire (with extension to Aldershott); Sheffield, Chesterfield, and Staffordshire; South Eastern (No. 1), ditto (No. 2), ditto (No. 3), Stafford and Uttoxeter, Sunningdale and Cambridgetown, Somerset and

Dorset Railway (Cheddar Valley and Yatton), ditto (extension to Shepton Mallet; South Yorkshire (branches, &c.).

Torbay and Brixham, Tooting, Merton, and Wimbledon, Tendring Hundred, Thames Viaduct Railway, Tunstall, Tewkesbury and Malvern (additional lands), Tottenham and Hampstead Junction (Alexandra-park Extension), Tottenham and Hampstead Junction, Teign Valley; Tamar, Kitthill, and Callington; Tottenham and Farringdon-street, Thames Tunnel; Totnes, Buckfastleigh, Ashburton, and Newtown.

Vale of Crickhowell, Victoria Station, and Thames Embankment, Ventnor Tramway.

Worcester, Dean Forest, and Monmouth (Glouces Extension); West Yorkshire; Worcester, Leominster, and Bromyard; Weston-Super-Mare, Axbridge Cheddar, and Wells; West Super Junction, Waterford and Wexford, Wilts and Gloster, West Riding and Grimsby, Wellington and Drayton, West Norfolk Junction, Watford and Edgware Junction, West Shropshire Mineral (new lines), ditto, alterations, Wallingford and Watlington, Wood-green and Enfield, Wrexham, Mold, and Connah's Quay; Walthamstow, Clapham, and City; Weald of Kent, Wolverhampton and Bridgemark, Wimbledon and Brixton, West Drayton, Staines, and Woking; Whitland, Tenby, and Milford Haven; Wensum Valley; the total number of projects being 300.

Messrs. Miller, Son, and Bugg, solicitors, Norwich, have announced that, "by an indenture of trust and settlement dated Nov. 24, 1863, William Frederick Windham, late of Felbrigg, in the county of Norfolk, but now of the city of Norwich, Esquire, hath conveyed and assigned unto trustees therein-named all his real estate and property, whatsoever and wheresoever, upon certain trusts therein contained, for payment of the debts owing by the said William Frederick Windham, to such creditors as shall execute or assent in writing to the same indenture within three months from the date thereof, and subject thereto upon the further trusts in the said indenture of trust and settlement mentioned.'

Mr. C. Locock Webb, Barrister-at-Law, is announced as a candidate for the representation of the borough of Bodmin in Parliament, at the next general election.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

WILSON—SALKELD—On Dec. 1, at Fontmell Magna, Dorset, John Charles Wilson, Esq., Barrister-at-Law, of Lincoln's-inn, eldest son of the late William Wilson, Esq., to Elizabeth, eldest surviving daughter of the Rev. Robert Salkeld, rector of Fontmell Magna.

DEATHS.

BLIGH—On Nov 30, in Jermyn-st., Fanny Anne Bligh, daughter of Richd. Bligh, Esq., Barrister-at-Law.

BROOKE—On Friday, Dec. 4, at his residence, Boxmoor, Herts, Horace John Brooke, Esq., Solicitor, aged 44.

HARRISON—On Nov 27, at 39, Gerrard-street, Islington, John Harrison, Esq., eldest son of the late John Harrison, Esq., Solicitor, of Blandford, Dorset, and Plymouth, aged 39.

HOSKINS—On Dec 3, at North Perrott, Somerset, in his 77th year, William Hoskins, Esq., a Magistrate for the counties of Somerset and Dorset.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

GRAVES, ROBT., Bridport, M.D., deceased, and ROBT. GRAVES, jun., of the Inner Temple, Barrister-at-Law. £492 17s, Reduced Three per cent. Claimed by said Robt. Graves, jun.

HOLDSWORTH, ARTHUR HOWE, of Dartmouth, deceased. £4 15s. Consolidated Long Annuities, expired Jan. 5, 1860.—Claimed by A. B. E. Holdsworth, Sole Executor.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Dec. 8, 1863.

Craddock, John, & Ewd Hy Shelly, Nuneaton, Attorneys and Solicitors (Craddock & Shelly). Sept 1. By mutual consent.

Robinson, Hy Geo, Wm Shakespear Webster, & Geo Frdk Robinson, Half Moon-st, Piccadilly, Attorneys and Solicitors. Dec 5. By mutual consent.

White, Geo, & Hy Edmund Cole, Furnival's-inn, Attorneys and Solicitors. Sept 29. By mutual consent.

Windings-up of Joint Stock Companies.

TUESDAY, Dec. 8, 1863.

UNLIMITED IN CHANCERY.

Great Ship Company (Limited).—The Master of the Rolls has fixed Dec 16 at 12, at his chambers, for the appointment of an Official Liquidator of this company. Creditors are required on or before Jan 7, to send their names and addresses, and the particulars of their debts and claims, and the names and addresses of their solicitors, if any, to the office of the company, 4 Monument-yd, E.C., directed to the Official Liquidator.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 4, 1863.

Beddoes, Catherine, Shrewsbury, Widow, also John Beddoes, Shrewsbury, Carpenter. Dec 30. Cooper, Shrewsbury.

Bishop, Joseph, Northfleet, Gent. Jan 6. Flavell, Bedford-row.

Cooper, Ebenezer, Llangollen, Currier. Jan 20. Minshall.

Cooper, Jas, Little Bromwich, Warwick, Farmer. Jan 18. Cheshire, Birm.

De Windt, Joseph Clayton, Blunsdon, Wilts, Esq. Feb 1. Tompson & Co, Lincoln's-inn.

Ellis, John, Pinner, Esq. Jan 9. Eladale & Byrne, Whitehall-pl.

Eyles, Rchd, Froxfield, nr Basingstoke, Esq. April 1. Hopkins & Adams, Alresford.

Hancock, Thos, Manch, Joiner. Jan 26. Whitworth, Manch.

Harding, Wm, Sutton Courtney, Berks, Farmer. Jan 2. Graham, Abingdon.

Hunt, Harry, Edgbaston, Gent. Feb 1. Best & Horton, Birm.

Hunt, Orlando, Bushby, Leicester, Gent. Jan 31. Miles & Co, Leicester.

Hurst, Rowland, Wakefield, Postmaster. Jan 7. Harrison & Smith, Wakefield.

Madan, Fredk, Northwick-ter, Edgware-rd, Esq. Jan 20. Turner, Jermyn-st.

Martin, Jas, Meanwood, Leeds, Paper Manufacturer. Dec 19. Barr & Co, Leeds.

Marvin, Geo, West Cowes, Upholsterer. Jan 1. Binstead & Elliott, Portsmouth.

Nicholl, John, Manch, Gent. Jan 26. Hankinson, Manch; Ingram & Baines, Halifax.

Osborn, Chas, Farnham, Esq. Feb 1. Hopkins & Adams, Alresford.

Parish, Jane, Clapham-rd-pl, Lambeth, Spinster. Jan 14. Kempster, Portsmouth-pl, Kennington-lane.

Smith, Geo, Sheffield, Builder. Dec 31. Vickers, Sheffield.

Tisdale, Eliz, Shrewsbury, Spinster. Dec 30. Cooper, Shrewsbury.

Underwood, Hy, Norwich, Plasterer. Feb 4. Fox, Norwich.

TUESDAY, Dec. 8, 1863.

Abbatt, Elizabeth Margaretta, Kendal, Innkeeper. Feb 13. Wilson, Kendal.

Braggins, Saml, Silston, Burnham, Dealer in Timber. Feb 3. Cooke, Towcester.

Hacking, Joseph, Bury, Gent. Jan 16. Clarke & Co, Lincoln's-inn-fields.

Jones, James Collins, Salop, Stationer. Jan 11. Marcy & Co, Bewdly; Hardwick, Bridgnorth.

Phillimore, Chas, Connaught-sq, Esq. Feb 25. Nicholson & Herbert, Spring-gardens.

White, Chas Wm, Southsea, Esq. Surgeon, R.N. Feb 5. Futvoye & Co, John-st, Bedford-row.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec 4, 1863.

Beeston, John, Wellington, Salop, Surgeon. Feb 1. Beeston v Nock, V.C. Kindersley.

Conant, Francis Pigott Stainsby, Neckfield-heath, Southampton, Esq. Moreing v Conant, V. C. Stuart.

Curtis, John, Nottingham, Livery Stable Keeper. Jan 8. Brougton v Brown, M.R.

Hayes, Amos, Nottingham, Victualler. Dec 18. Long v Hayes, M.R.

Leftwich, Sarah Mary, John's-ter, Blackfriars-rd, Widow. Jan 7. Coward v March, V. C. Wood.

Watts, Marcus Aurelius, Hereford, Civil Engineer. Jan 25. Watts v Blount, V.C. Stuart.

Wilson, John, West Bromwich, Iron Merchant. Jan 11. Marsh v Wilson, V. C. Stuart.

TUESDAY, Dec. 8, 1863.

Barrett, Wm Randall, Aldershot, Ironmonger. Jan 7. Easton v Barrett M.R.

Bursell, Mary, Kingston-upon-Hull, Spinster. Jan 11. North v Burn, M.R.

Collard, Saml, College-ter, Camden-town, Gent. Jan 14. Stock v Collard, M.R.

Edmonds, Rev Robt, Church Lawford, Warwick, Clerk. Dec 23. Edmonds v Minnitt, V. C. Wood.

Howe, Baldwin Richard Duppa, King's Ferry, Isle of Sheppy, Ferry Keeper. Jan 8. Howe v Howe, V. C. Stuart.

Lingen, Wm Hill, Norton, Radnor, Grocer. Jan 11. Lingen v Jones, V. C. Stuart.

Siddon, Sarah Anne, Mansfield, Nottingham, Widow. Dec 23. Siddon v Jessop, M.R.

Whitlock, Joseph, Birm, Artist. Jan 11. *Re* Whitlock, M.R.

Whitlock, Sarah, Birm, Widow. Jan 11. *Re* Whitlock, M.R.

Assignments for Benefit of Creditors.

FRIDAY, Dec. 4, 1863.

Esp, Andrew, Much Wenlock, Salop, Grocer. Nov 14. Smallwood, Newport.

Hayman, Wm, Falmouth, Innkeeper. Nov 18. Genn, Falmouth.

Rymer, Hy, Elms Aintre, nr Lpool. Nov 17. Palgrave & Reynolds, Lpool.

TUESDAY, Dec. 8, 1863.

Cheetham, Jas, & John Taylor Cheetham, Oldham, Cotton Spinners. Nov 11. Sale & Co, Manch.

Heyman, Lewis, Lpool, Jeweller. Nov 30. Neal & Martin, Lpool.

Walker, Joseph, Morley, York, Manufacturer. May 7. Fullan.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 4, 1863.

Adamson, Wm, Stockton, Druggist. Nov 4. Comp. Reg Dec 2.
Arnison, John, Bishop Auckland, Bacon Factor. Nov 21. Comp. Reg Dec 2.
Asprey, Frdk, Bedford-pl, Russell-sq, Gent. Nov 3. Arrt. Reg Dec 1.
Faulkner, Stephen, Bidford, Warwick, Butcher. Nov 5. Asst. Reg Dec 3.
Foster, Chas Jas, King's-bench-walk, Barrister-at-Law. Nov 19. Comp. Reg Dec 3.
Gill, Thos Chas, Tavistock, Engineer. Nov 14. Inspectorship. Reg Nov 2.
Graham, Rbt, Kimberworth, York, Schoolmaster. Nov 30. Asst. Reg Dec 4.
Guernsey, Jos, Westbury, Wilts, Upholsterer. Oct 28. Comp. Reg Dec 3.
Heap, John Cadman, Kilburn, Gent. Nov 24. Arrt. Reg Dec 2.
Little, Jas, Bristol, Baker. Nov 12. Conv. Reg Dec 3.
Mulholland, Fredk Geo, Essex-st, Strand, Architect. Nov 5. Comp. Reg Dec 2.
Nelson, Geo Jas, Leeds, Commercial Traveller. Nov 30. Asst. Reg Dec 2.
Sellers, Rbt, jun, Birstal, York, Card Maker. Nov 7. Comp. Reg Dec 2.
Shipton, Frdk, Bristol, Attorney-at-Law and Solicitor. Nov 12. Conv. Reg Dec 3.
Thompson, Helen Eliz, Upton-upon-Severn, Innkeeper. Nov 6. Conv. Reg Dec 3.
Vaughan, Aaron, West Bromwich, Charter Master. Nov 26. Comp. Reg Nov 3.
Waller, Geo, Market-pl, Battersea, Grocer. Nov 19. Comp. Reg Nov 2.
Woolliscroft, Geo, & Hy Gatley, Sandyford, Stafford, Earthenware Manufacturers. Nov 7. Comp. Reg Nov 28.

TUESDAY, Dec. 8, 1863.

Bedford, Allison, George-st, Portman-sq, Wax Chandler. Nov 9. Asst. Reg Dec 7.
Bowers, Geo Fredk, Brownhills, Bursiem, China Manufacturer. Nov 10. Comp. Reg Dec 8.
Carson, Wm Street, Sheffield, Law Stationer. Nov 14. Comp. Reg Dec 5.
Hill, James Rudge, & Edwd Jones, Birm, Crinoline Steel Manufacturers. Nov 11. Asst. Reg Dec 8.
Hunt, Jas, Longton, Stafford, Grocer. Nov 24. Asst. Reg Dec 8.
Irving, Luke, Hartlepool, Shipwright. Nov 28. Asst. Reg Dec 5.
Kaye, Jas, Richmond-pl, St. George's-rd, Surrey, Builder. Nov 13. Asst. Reg Dec 5.
Keeling, Hy, Leeds, Music Dealer. Nov 11. Conv. Reg Dec 5.
Morgan, David, St John juxta Swansea, Shoemaker. Nov 11. Conv. Reg Dec 7.
Oliver, Robt, Wilmington-st, Clerkenwell, Jeweller. Nov 17. Conv. Reg Dec 8.
Pickthorn, Wm Hy Buller, Landport, Clerk. Dec 4. Asst. Reg Dec 4.
Sanderson, Robt, Waterloo, nr Blyth, Publican. Nov 26. Asst. Reg Dec 8.
Scales, Chas, Peterborough, Grocer. Nov 6. Conv. Reg Dec 4.
Solomon, Myers, Exeter, Jeweller. Nov 23. Inspectorship. Reg Dec 7.
Trounce, Saml, Bristol, Commission Agent. Nov 13. Conv. Reg Dec 5.
Woolley, Saml, Dukinfield, Chester, Cotton Spinner. Nov 11. Asst. Reg. Dec 5.

Bankrupts.

FRIDAY, Dec. 4, 1863.

To Surrender in London.

Alvarez, Abrm, Fleur-de-Lis-ct, Houndsditch, Dealer in Rags. Pet Dec 1 (for pau). Dec 22 at 11. Aldridge.
Ballard, Geo, Turk-st, Bethnal-green, Beerseller. Pet Dec 2. Dec 22 at 12. Abbott, St Mark-st.
Barnard, Geo, Leigh, Essex, Baker. Pet Dec 2. Dec 22 at 12. Buchanan, Basinghall-st.
Batt, Jas, Rochester-bldgs, Westminster, Warehouseman's Assistant. Pet Nov 28. Dec 15 at 3. Ashurst & Co, Old Jewry.
Batchlor, Wm, Chapter-st, Westminster, Provision Dealer. Pet Dec 1. Dec 22 at 11. Wright, Chancery-lane.
Batley, Geo, Woodford, Essex, Beerseller. Pet Dec 2. Dec 15 at 2. Hewitt, Nicholas-lane.
Bellamy, Danl Winter, Great Yarmouth, Butcher. Pet Nov 26. Dec 22 at 1. Lawrance & Co, Old Jewry-chambers; Cufande, Great Yarmouth.
Bennet, John Stein, Railway-pl, Fenchurch-st, Commission Agent. Pet Nov 27. Dec 15 at 1. Young & Plews, Mark-lane.
Boddington, Frances Anne, Old Brentford, Spinster, no occupation. Pet Nov 30 (for pau). Dec 15 at 3. Aldridge.
Carr, Wm, Hackney-rd, Cheesemonger. Pet Dec 1. Dec 15 at 1. Fisher, Earl-st, Blackfriars.
Corbett, Abrm, Norwich-rd, Dalston, Bootmaker. Adj Nov 23. Dec 15 at 1.30. Aldridge.
Danel, Eugene, Dover, Tobacconist. Pet Dec 2. Dec 22 at 12. Nichols & Clark, Cook's-ct; Minter, Folkestone.
Dennett, John, Frampton Park-rd, Hackney, Builder. Pet Dec 2. Dec 22 at 12. Drew, New Basinghall-st.
Duncombe, John, Apollo-bldgs, Walworth, Shoe Maker. Pet (for pau) Nov 30. Dec 15 at 3. Aldridge.
Dyer, Thos, Southsea, Shipowner. Pet Nov 28. Dec 15 at 3. Watson, Durham; Harle & Co, Southampton-bldgs.
Ede, Rbt Edw, and Geo Cutler, jun, Wenlock-rd, Middlesex, Boiler Makers. Pet Nov 27. Dec 22 at 11. Ashurst & Co, Old Jewry.
Evans, Hy, Colville-sq, Notting-hill, Retired Major. Pet Dec 2. Dec 15 at 2. Chidley, Old Jewry.
Fluester, John, Great Western-ter, Paddington, Stone Mason. Adj Nov 23. Jan 4 at 11. Aldridge.
Hallett, Jas, Masons' Arms-yard, Southwark, Livery Stable Keeper. Pet Nov 30. Dec 22 at 11. Grant, Scott's-yard, Bush-lane.
Hawley, Geo, Grafton-st, Fitzroy-sq, Carpenter. Pet Nov 30. Jan 4 at 11. Dunn & Gawthrop, Gray's-inn.
Hill, Hy Augustus, Canonbury, Merchant's Clerk. Pet Dec 2. Dec 22 at 12. Wells, Moorgate-st.
Hyslop, Walter Sidney, Shirley, Hants, Wine Merchant. Pet Dec 2. Dec 15 at 1. Stocken, Leadenhall-st.
Marson, Jonathan David, Lever-st, St Luke's, Engineer. Pet (for pau) Nov 30. Jan 4 at 11. Aldridge.
Neakes, Stephen, Love-lane, Shadwell, Wine Cooper. Pet (for pau) Nov 30. Jan 4 at 12. Aldridge.
Osborn, Chas, Turner's-rd, Limehouse, Butcher. Pet Nov 30. Dec 15 at 2. Beckley, King William-st.
Page, Wm John, Charles-st, St John's-wood, Assistant to a Woollen Draper. Pet Dec 1 (for pau). Dec 22 at 12. Aldridge.
Pitt, Chas, Crawford-st, Maryiebone, Fishmonger. Pet Nov 30. Dec 15 at 11. Poole, Bartholomew-close.
Ramsden, James, Downham-rd, Kingsland, Commission Agent. Pet Dec 2. Dec 22 at 12. Newman, Alfred-pl, Bedford-row.
Read, Rchd, Great Dover-st, Pianoforte Tuner. Pet Nov 27. Dec 22 at 11. Silvester, Great Dover-st.
Richards, Wm Hy, Bagshot, Victualler. Pet Dec 2. Dec 19 at 12. Geach, Great James-st.
Seales, Martha, Jermyn-st, Haymarket, Poulterer. Pet Dec 2. Dec 22 at 1. Curling, Devereux-ct.
Simmonds, Sml, Linslade, Bucks, Engraver. Pet Dec 1. Dec 22 at 12. Sole & Co, Aldermanbury.
Slagg, Jos, Watling-st, Commercial Traveller. Pet Dec 2. Dec 19 at 11. Rooks, Moorgate-st.

To Surrender in the Country.

Anderson, Robt, Tranmere, Chester, Attorney-at-Law. Pet Nov 30. Birkenhead, Dec 21 at 11. Copeman, Lpool.
Anderson, Thos Albert, Birm, Hinge Manufacturer. Pet Dec 1. Birm, Dec 21 at 10. Barber, Birm.
Ayres, Wm Port, Penmaenmawr, Carnarvon, Builder. Pet Dec 3. Lpool, Dec 22 at 12. Goffey, Lpool.
Balls, Jas, Heigham, Norwich, Tailor. Pet (for pau) Dec 2. Norwich, Dec 16 at 11. Atkinson, Norwich.
Barnard, Thos Bellamy, Frampton-on-Severn, Brick Maker. Pet Nov 24. Bristol, Dec 18 at 11. Phipps, Cainscross; Bevan & Co, Bristol.
Bell, Edw, Wodburn, Buckingham, Chair Manufacturer. Pet Nov 30. High Wycombe, Dec 21 at 11. Clarke, High Wycombe.
Birkinshaw, Rchd, Sheffield, Gardener. Pet Dec 1. Sheffield, Dec 16 at 2. Chambers & Waterhouse, Sheffield.
Booth, Wm, Ashton-under-Lyne, Hat Manufacturer. Pet Dec 2. Ashton-under-Lyne, Dec 24 at 12. Toy, Ashton-under-Lyne.
Bowring, Thomas, Newport, Salop, Fishmonger. Pet Nov 30. Newport, Dec 16 at 11. Smallwood, Newport.
Bowater, Joseph, Wolverhampton, Commercial Clerk. Pet. Wolverhampton, Dec 14 at 12. Cresswell, Wolverhampton.
Brook, Jas, Silverton, Devon, out of business. Pet Nov 30. Exeter, Dec 14 at 11. Toby, Exeter.
Budge, Wm Symons, Devonport, Serjeant of Police. Pet Nov 28. East Stonehouse, Dec 17 at 11. Beer & Rundle, Devonport.
Burdikin, John, Newcastle-upon-Tyne, Chemical Engineer. Pet Nov 30. Newcastle, Dec 16 at 12. Ingledew, Newcastle-upon-Tyne.
Cary, Ann, Manch, out of business. Pet Nov 26 (for pau). Manch, Dec 28 at 9.30. Gardner, Manch.
Clarke, Ewd Ward, Nottingham, Eating-house Keeper. Pet Dec 2. Nottingham, Dec 16 at 11. Buttery, Nottingham.
Clough, Isaac, sen, Gomersal, York, Woolstapler. Pet Dec 1. Leeds, Dec 17 at 11. Watson, Bradford; Bond & Barwick, Leeds.
Clough, Wm, Morley, near Leeds, Cloth Manufacturer. Pet Dec 3. Leeds, Dec 17 at 11. Harle, Leeds.
Cook, Chas, Torquay, Tailor. Pet Dec 1. Newton Abbott, Dec 15 at 11. Carter, Torquay.
Fildes, Thos, Salford, out of business. Pet Nov 27 (for pau). Manch, Dec 28 at 9.30. Gardner, Manch.
Floesch, Fiet, Lpool, Wine Merchant. Pet Nov 26. Lpool, Dec 18 at 11. Tyndall, Lpool.
Gillham, Jas, Exeter, Bootmaker. Pet Nov 30. Exeter, Dec 14 at 11. Floud, Exeter.
Gordon, Wm, Plumpton, Cumberland, Labourer. Pet Nov 30. Penrith, Dec 16 at 11. Cant, Penrith.
Grindrod, Alfred, Oldham, Tin Plate Worker. Pet Nov 30. Oldham, Dec 17 at 12. Taylor, Oldham.
Hall, Jos, Middlesborough, Grocer. Pet Nov 30. Leeds, Dec 21 at 11. Simpson, Yarm; Cariss & Tempest, Leeds.
Hartley, Jas, Pendleton, Lancaster, Shopkeeper. Pet Nov 30. Salford, Dec 19 at 9.30. Dawson, Manch.
Jones, Lewis, Newtown, Montgomery, Grocer. Pet Dec 1. Lpool, Dec 16 at 12. Dodge & Wynn, Lpool.
Leggett, Jeremiah, Gt Bealings, Blacksmith. Pet Dec 1. Woodbridge, Dec 16 at 3. Moor, Woodbridge.
Lister, Jas, Heckmondwike, Innkeeper. Pet Nov 24. Leeds, Dec 14 at 11. Ibberson, Dewsbury; Bond & Barwick, Leeds.
Magee, John, Newtown, nr Gosport, Gunner, R.N. Pet Nov 30. Portsmouth, Dec 17 at 11. Paffard, Portsea.
Martin, Chas, Woodhouse Eaves, Leicester, Draper. Pet Dec 1. Loughborough, Dec 21 at 10. Giles, Loughborough.
Moores, Wm, Wendlebury, Oxford, out of business. Pet Nov 30. Bicester, Dec 22 at 12. Berridge, Bicester.
Moss, Isaac, Manch, Hat Manufacturer. Pet Dec 1. Manch, Dec 18 at 12. Hankinson, Manch.
Owen, Wm, Shrewsbury, Innkeeper. Pet Dec 2. Shrewsbury, Dec 19 at 10. Chandler, Shrewsbury.
Parkes, Matthew, Lpool, Plumber. Adj Nov 19. Lpool, Dec 15 at 3. Evans & Co, Lpool.
Pile, Wm, Otterton, Devon, Farmer. Pet Nov 30 (for pau). Exeter, Dec 15 at 11. Floud, Exeter.
Prince, Wm Tayler, Burton-upon-Trent, and of Repton and Melbourne, Scrivener, Attorney-at-Law, and Solicitor. Pet Dec 1. Birm, Jan 4 at 12. Wright, Birm.
Queich, Edw, Newbury, Corn Dealer. Pet Dec 1. Newbury, Dec 15 at 11. Cave, Newbury.
Quinnel, Alfred, Finchdean, Hants, Limeburner. Pet Nov 30. Petersfield, Dec 16 at 11.30. Paffard, Portsea.
Redfern, Geo, Sheffield, Razor Grinder. Pet Dec 1. Sheffield, Dec 16 at 2. Broadbent, Sheffield.
Rice, Alfred, Watton, Norfolk, Victualler. Pet Dec 1. Attleborough, Dec 17 at 11. Feltham, Hingham.
Robson, John Emmerson, Hartlepool, House Agent. Pet Dec 1. Newcastle-upon-Tyne, Dec 16 at 12. Hodgson & Todd, Hartlepool; Hodge & Harle, Newcastle-upon-Tyne.
Robson, Thomas, Hartlepool, Ironmonger. Pet Dec 1. Newcastle-upon-Tyne, Dec 16 at 12. Hodgson & Todd, Hartlepool; Hodge & Harle, Newcastle-on-Tyne
Rollason, John, Salford, Metal Broker. Pet Nov 30. Salford, Dec 19 at 9.30. Horner, Manch.

Salter, Robert, jun, Exeter, Victualler. Pet Dec 3. Exeter, Dec 16 at 11. Flood, Exeter.
Shaw, John, sen, Chorlton-upon-Medlock, Lancaster, Painter. Pet Dec 1. Manch, Dec 28 at 9.30. Elliott, Manch.
Sidnell, Geo, Bradford, Victualler. Pet Dec 1. Trowbridge, Dec 15 at 12. Beaven, Bradford.
Snowden, John, Boroughbridge, York, Veterinary Surgeon. Pet Dec 2. Leeds, Dec 21 at 11. Paley, York; Carlss & Tempest, Leeds.
Stanley, Wm. Manch, Barber. Pet Nov 30. Manch, Dec 28 at 9.30. Dawson, Manch.
Talbot, Mary, Moxley, Stafford, Victualler. Pet. Walsall, Dec 16 at 12. Warmington, Dudley.
Tanaker, Henry, Ashton-under-Lyne, Grocer. Pet Dec 3. Ashton-under-Lyne, Dec 24 at 12. Toy, Ashton-under-Lyne.
Thurwell, Chas, Lincoln, Grocer's Assistant. Pet Nov 30. Lincoln, Dec 21 at 11. Brown & Son, Lincoln.
Tilston, John, Cotton Edmunds, Chester, Farmer. Pet Dec 1. Chester, Jan 8 at 11. Matsey, Chester.
Tipton, Geo, Grafton, Hereford, Innkeeper. Pet Dec 2. Hereford, Dec 31 at 10. Averill, Hereford.
Tweddell, Thos, Hartlepool, Railway Clerk. Pet Dec 1. Newcastle-upon-Tyne, Dec 16 at 12. Hodgson & Todd, Hartlepool; Hodge & Harle, Newcastle-upon-Tyne.
Very, Arthur, Gateshead, Machinist. Pet Nov 30. Newcastle-upon-Tyne, Dec 15 at 12. Ingleden & Duggett, Newcastle-upon-Tyne.
Wales, Geo, Little Bookham, Leatherhead. Victualler. Pet Nov 27. Epsom, Dec 18 at 10.30. Silvester, Great Dover-st.
Wallis, Thos, Godstone, Surrey, Bricklayer. Pet Nov 27. Reigate, Dec 15 at 1. Silvester, Great Dover-st.
Warriner, Geo, Manch, Tailor. Pet Nov 28. Manch, Dec 28 at 9.30. Bennett, Manch.
Willis, Wm, Kingswinford, Grocer. Pet Dec 1. Stourbridge, Dec 16 at 10. Maltby, Stourbridge.
Wilson, Rbt, Ossett, York, Cloth Manufacturer. Pet Dec 2. Leeds, Dec 17 at 11. Harle, Leeds.
Withington, Jas, jun, Manch, Egg Dealer. Pet Dec 1. Manch, Dec 28 at 9.30. Atherton, Manch.
Wolfe, Thos, Brinklow, Warwick, Grocer. Pet Dec 1. Rugby, Dec 15 at 11. Smallbone, Coventry.
Woodall, John, Dudley, Victualler. Pet Dec 1. Dudley, Dec 17 at 11. Warmington, Dudley.
Woodward, John Rbt, Plymouth, Shipwright. Pet Nov 30 (for pau). Exeter, Dec 15 at 11. Floud, Exeter.

TUESDAY, Dec. 8, 1863.

To Surrender in London.

Belton, Francis, Northampton, Stonemason. Pet Dec 7. Dec 22 at 1.30. Kingdon & Williams, Lawrence-lane, and Shield & White, Northampton.
Bryant, Benaiah, Stradbrooke, Suffolk, Farmer. Pet Dec 1. Dec 22 at 12. Crowdy, Serjeants'-inn.
Guest, Wm, Suffolk-pl, Islington, out of business. Pet Dec 2 (for pau). Dec 22 at 1. Aldridge.
Higgs, Jas, Spa-ter, Bermondsey, Lighterman. Pet Dec 3. Dec 22 at 11. Scott, Guildford-st, Russell-sq.
Hollingworth, Alven Finch, Rectory-pl, Shacklewell, out of business. Pet Dec 3 (for pau). Jan 4 at 12. Aldridge.
Holman, Isaac, Ore, Sussex, Baker. Pet Dec 1. Dec 22 at 1. Sole & Co, Aldermanbury.
Laughton, Wm John, Little Trinity-lane, Bag Maker. Pet Dec 3 (for pau). Dec 22 at 1. Aldridge.
Lloyd, Wm, Burrows-mews, Blackfriars-rd, Butcher's Carrier. Pet Dec 4. Jan 4 at 12. Hill, Basinghall-st.
Low, Janet, Ebury-st, Pimlico, Spinster, no business. Pet Dec 5 (for pau). Jan 4 at 12. Aldridge.
Matthews, Marion, Bentick-pl, Portland-town, Milliner. Pet Dec 4. Dec 22 at 12. Treherne & Wolferstein, Aldermanbury.
Paine, Stephen Wm, Chester-st, Kennington-rd, Grocer. Pet Dec 7. Dec 19 at 12.30. Wethered&eld, Mocrgate-st.
Palmer, Wm, Lucas-st, Commercial-rd, Mariner. Pet Dec 3. Dec 22 at 2. Abbott, St Mark-st.
Pells, Richd, High-st, Camden-town, Baker. Pet Dec 3. Dec 22 at 1. Watson, Bloomsbury-sq.
Tayler, Edwin Miles, Mark-lane, Wine Merchant. Pet Dec 5. Dec 22 at 2. Prott, Mark-lane.
Taylor, Godfrey, Rochester, Hotel Keeper. Pet Nov 30. Dec 19 at 12. Cox & Sons, Size-lane.
Tuddenham, Thomas Wm, Landling, Boxley, Miller. Pet Dec 4. Dec 22 at 2. Few & Cole, Southwark.
Warren, Wm Hy, Mincing-lane, Clerk. Pet Dec 5. Dec 22 at 1. Murrough, Warwick-ct.
Wilbey, Geo, Whittaker-pl, Peckham, Commission Agent. Pet Dec 5 (for pau). Dec 22 at 1. Aldridge.

To Surrender in the Country.

Bennett, Geo, Middleton, nr Leeds, Blacksmith. Pet Dec 2. Leeds, Jan 15 at 12. Wainwright & Mander, Wakefield.
Bowes, Geo, Leeds, Butcher. Pet Nov 30. Leeds, Dec 23 at 12. Harle, Leeds.
Brewster, Alfred, East Retford, Cordwainer. Pet Dec 5. East Retford Dec 22 at 10. Wm Exmsworth, East Retford.
Byrom, Hugh, Saddler, York, Manufacturer. Pet Nov 27. Manch, Dec 21 at 11. Clough, Huddersfield; and Sale & Co, Manch.
Carr, Wm, Fatfield, Durham, Engineman. Pet Dec 3. Gateshead, Dec 19 at 12. Briggs, Gateshead.
Chambers, Wm Kilham, Sheffield, Painter. Pet Dec 5. Sheffield, Dec 19 at 12. Fernell, Sheffield.
Chilton, Robt, Brierley-hill, Kingswinford, Moulder. Pet Dec 1. Stourbridge, Dec 24 at 10. Collis, Stourbridge.
Colley, John, Bradford, Warehouseman. Pet Dec 4. Bradford, Jan 12 at 10. Terry & Watson, Bradford.
Cucuzopulo, Constantine Giovanni, Lpool, Merchant. Pet Dec 2. Lpool, Jan 12 at 11. Evans & Co, Lpool.
Davis, James, Bristol, Lamplighter. Pet Dec 5. Bristol, Jan 1 at 12. Benson.
Dobson, John, Lofthouse, nr Wakefield, Rope Maker. Pet Nov 30. Leeds, Dec 23 at 12. Harle, Leeds.
Dowland, John, Devizes, Draper. Pet Dec 5. Bristol, Dec 16 at 11. Bevan, Bristol.
Elliott, Thos, Lpool, Coal Merchant. Pet Dec 2. Lpool, Dec 16 at 11. Harris, Lpool.
English, Job, Bristol, Dealer in Needles. Pet Dec 2. Bristol, Dec 16 at 11. Hill, Bristol.
Evans, Thos, Bosford, Worcester, Publican. Pet Nov 17. Pershore, Dec 22 at 11. Wilson, Worcester.
Gray, Thos, Portsmouth, Plumber and Glazier. Pet Dec 3. Portsmouth, Jan 4 at 11. Paffard, Portsea.
Hanson, Wm, Hollings, nr Sladburn, York, Farmer. Pet Dec 4. Leeds, Dec 21 at 11. Backhouse & Whittam, Burnley; and North & Sons, Leeds.
Harding, Wm, Lady Down, Trowbridge, Brick Manufacturer. Pet Dec 5. Trowbridge, Dec 21 at 12. Bartrum, Bath.
Hawthorne, John, Whitwick, Leicester, Publican. Pet Dec 4. Ashby-de-la-Zouch, Dec 18 at 11. Dewes, Ashby-de-la-Zouch.
Hoskings, Wm Shepherd, Southsea, Boot Maker. Pet Dec 4. Portsmouth, Jan 4 at 11. Paffard, Portsea.
Jones, Thos, Blaenavon, Monmouth, Sinker. Pet Dec 1. Abergavenny, Dec 22 at 12. Edwards, Pontypool.
Kinder, Hy, Pendleton, Manch, Brewer. Pet Dec 5. Manch, Dec 23 at 12. Boote, Manch.
Meredith, David, Llandudno, Labourer. Pet Nov 30. Conway, Dec 14 at 11. Jones, Conway.
Ramsden, Richd, Huddersfield, Smith. Pet Nov 30. Huddersfield, Dec 21 at 10. Dransfield, Huddersfield.
Roberts, Evan, Denbigh, Coal Merchant. Pet Dec 3. Lpool, Dec 22 at 11. Edwards, Denbigh; and Evans & Co, Lpool.
Robinson, Hy, Dartmouth, Grocer. Pet Dec 5. Totnes, Dec 19 at 12. Kellock, Totnes.
Rollett, Saml, Sheffield, Grocer. Pet Dec 7. Sheffield, Dec 19 at 10. Fernell, Sheffield.
Simons, Edw, Birm, Victualler. Pet Dec 2. Birm, Dec 18 at 12. Southall & Nelson, Birm.
Thomas, Richd, Landers Lake, Cornwall, Farmer. Pet Dec 3. Launceston, Dec 17 at 10. Peter, Launceston.
Warren, Alfred, Birm, Jeweller. Pet Nov 17 (for pau). Birm, Dec 21 at 10.
Whittaker, John, Quick, Saddleworth, York, Grocer. Pet Dec 3. Saddleworth, Dec 21 at 1. Rawlinson, Manch.
Whittaker, Thos, Rushton Spencer, Leek, Stafford, Farmer. Pet Dec 3. Leek, Dec 17 at 11. Tennant, Hanley.
Williams, John, Sheerness, Boiler Maker. Pet Dec 5. Sheerness, Dec 23 at 1. Drew, New Basinghall-st.
Williams, Thos, Mynydd Buchan, Glamorgan, Quarryman. Pet Dec 3. Neath, Dec 21 at 11. Kendthorne, Neath.
Winterbottom, Geo, Greenfield, York, Flannel Manufacturer. Pet Nov 27. Manch, Dec 22 at 12. Sale & Co, Manch.

BANKRUPTCY ANNULLED.

Tuesday, Dec. 8, 1863.

Pattien, Fredk, Milton-rd, Milton-next-Gravesend, Trinity Pilot. Dec 4.

ESTATE EXCHANGE REPORT.

AT THE MART.

Dec. 2.—By MESSRS. TEBB, BROTHERS.

Leasehold, nine houses, Nos. 1 to 9, James-terrace, Hallsville-road, Plaistow.—Sold for £890.
Leasehold, five houses, Nos. 1 & 4, Lion-street, and 1 to 3, Unicorn-street, Poplar New-town.—Sold for £345.
Leasehold, two residences, Nos. 31 & 33, Eleanor-road North, Richmond-road, Hackney.—Sold for £275 each.
Leasehold, three residences, Nos. 1 to 3, Arthur's-terrace, Paxton-park, Lower Sydenham.—Sold for £780.
Freehold, six houses in Waterson's-court, Rufford's-buildings, Islington.—Sold for £420.
Leasehold, four houses in Fowler-street, Camberwell-grove.—Sold for £500.
Leasehold, three dwelling houses, Nos 7 to 9, Alma-terrace, Stratford New Town.—Sold for £360.
Leasehold, four houses, Nos. 10 to 13, Alma-terrace.—Sold for £360.
Leasehold, four houses, Nos. 10, 11, 16, & 17, Waverley-terrace, Park-road, Plumstead.—Sold for £600.
Leasehold house and shop, situate in High-street, Merton, Surrey.—Sold for £130.
Freehold, two residences, Nos. 1 & 2, Blyth-hill-terrace, Forest-hill.—Sold for £330 each.
Leasehold residence, No. 12, Arlington-square, Islington.—Sold for £340,

Dec. 3.—By Mr. MABEY.

Absolute reversion to one-fourth part or share of the sum of £480, 3 per cent. reduced annuities, receivable on the death or marriage of a widow, now in her 56th year.—Sold for £41.
Twenty-five £5 shares (£2 5s. per share paid-up) in the London Parcels Delivery Company.—Sold for £3 15s. per share.
Absolute reversion, expectant on the decease of a lady in her 83rd year to leasehold property, producing a rental of £142 per annum; also the reversion to a leasehold residence, No. 2, Mortimer-st, Portland-road, on decease of two ladies, aged 25 and 57 years.—Sold for £40.
Reversion to one-sixth of £1,000, West Midland 4½ per cent. debentures, £1,629 7s. London, Chatham, and Dover 5 per cent. debentures, and £3 15s. 3 per cent. consols, receivable on the death of an unmarried lady, now in her 64th year.—Sold for £140.
Reversion to one-sixth part of £1,000, West Midland 4½ per cent. debentures, and £1,669 13s., London, Chatham, and Dover 5 per cent. debentures, and £3 19s. 8d., 3 per cent. consols, receivable on the death of an unmarried lady, aged 60.—Sold for £130.
Reversion to one-fourth part of £1,741 9s. 9d., London, Chatham, and Dover 5 per cent. debentures, receivable on the death of a widow lady, aged 57.—Sold for £65.
Reversion to one-fifteenth share of £9,106, invested in freehold and other securities, receivable, provided a gentleman, aged 31, survives a lady and gentleman, aged respectively 72 and 73 years.—Sold for £400.
Leasehold dwelling-house, No. 39, Blenheim-st., Chelsea, and a cottage in the rear, known as Rose cottage.—Sold for £315.
Leasehold house and shop, No 2, Castle-st., Long-acre.—Sold for £100.

Dec. 8.—By Messrs. DEBENHAM & TEWSON.

Leasehold business premises, known as Nos. 255 & 255a, Whitechapel-

road, producing £100 per annum; held for 221 years unexpired, free from ground-rent.—Sold for £1,410.

By Messrs. Wilkinson & Horne.

Leasehold premises, known as Nos. 9A to 9D, New Broad-st, City; Term, 40½ years from Sept. 1832; ground-rent, £180 per annum; let for £993 Sold for £4,400.

AT GARRAWAY'S.

Dec. 3.—By Mr. Lound.

Leasehold residence, No. 15, York-sq., Commercial-road.—Sold for £205.

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Table Spoons	1	10	0	and 1	18	0	2	8	0	3	0	0
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